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Grain Processing Corporation

Settlement Information

EXHIBIT 3

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Grain Possessing Corporation
Settlement Information Package

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IN THE DISTRICT COURT OF THE STATE OF IOWA
IN AND FOR MUSCATINE COUNTY

LAURIE FREEMAN, SHARON MOCKMORE, BECCY BOYSEL, GARY D. BOYSEL, LINDA L. GOREHAM, GARY R. GOREHAM, KELCEY BRACKETT and BOBBIE LYNN WEATHERMAN, Plaintiffs, v. GRAIN PROCESSING CORPORATION, Defendant.	Case No. LACV 021232

NOTICE OF CLASS ACTION LAWSUIT

IMPORTANT LEGAL NOTICE – PLEASE READ CAREFULLY

A Class Action Lawsuit May Affect Your Rights.

A Court Authorized This Notice. You Are NOT Being Sued.

TO: Persons who have lived at any time between April 24, 2007, and [the date this Notice is mailed], in the City of Muscatine, within 1.5 miles from the GPC plant, in one of these two areas:

The area within the City of Muscatine marked "the Close Proximity Class" on the map attached at the end of this Notice: south of County Road G28 and Hershey Avenue west the Mississippi River, east of US Highway 61, north of Dick Drake Way,

or

The area within the City of Muscatine marked "Peripheral Proximity Class" on the map attached at the end of this Notice: north of County Road G28 and Hershey Avenue (the "Peripheral Proximity Class"), west of the Mississippi River and east of US Highway 61.

Note that the dividing line between the Close Proximity Class and the Peripheral Proximity Class is drawn as though Hershey Avenue continued across town to the Mississippi River. The southern boundary of the Close Proximity Class is drawn as though Dick Drake Way continued east to the Mississippi River.

Also note that current GPC Management Employees – meaning individuals currently employed by GPC with the job title of Manager, Director, Vice President, Senior Vice President or President – are not included in either one of these classes.

I. WHAT IS THE PURPOSE OF THIS NOTICE?

This Notice has been authorized by the Iowa District Court for Muscatine County to inform you about a Class Action against Grain Processing Corporation ("GPC") which may affect you.

A class action is a lawsuit that joins together a group or "class" of people with similar claims in a single lawsuit against a common defendant—in this case, GPC.

This Class Action is over pollution emitted by GPC's Muscatine plant. It is the only class action regarding pollution from the plant, although some individual lawsuits regarding pollution from the plant have been filed.

If you have lived in either one of the two areas shown on the map at any time between April 24, 2007, and [the Date the Notice is mailed], you are covered by the Class Action and this Notice applies to you. You are a Class Member. ***Please read it carefully to learn about your legal options.***

"Live(d)" means that you own(ed) or rent(ed) a property within the Close Proximity Class area or the Peripheral Proximity Class area (or were a dependent of someone who own(ed) or rent(ed) a property within those areas) for some period of time between April 24, 2007 and [the Date the Notice is mailed] and also that you physically resided at such property for some period of time between April 24, 2007 and [the Date the Notice is mailed].

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You are not covered by the Class Action if you were solely a guest who did not own or rent a covered property. Likewise, you are not covered by the Class Action even if you owned property in the Close Proximity Class Area or the Peripheral Proximity Class area if you never physically resided in those areas.

II. WHAT IS THE CASE ABOUT?

Eight Muscatine neighbors—Laurie Freeman, Sharon Mockmore, Beccy and Gary Boysel, Linda and Gary Goreham, Kelcey Brackett and Bobbie Lynn Weatherman—brought this case against GPC in 2012 on behalf of themselves and others, such as yourself. They are the "Representative Plaintiffs" in this case.

They are seeking money damages from GPC as compensation for personal inconvenience, discomfort and annoyance caused by smoke, odor and haze emitted by the GPC plant. For example, they claim that the pollution interfered with their ability to spend time gardening, barbecuing, entertaining outdoors; caused nuisance-level physical symptoms like burning eyes, sinus congestion, and other irritations; prevented them from keeping windows open to get fresh air; **imposed extra maintenance and cleaning burdens at their properties (for example cleaning furnishings, cars, siding).** They claim the resulting lost use and enjoyment of their homes (and yours) amounts to Nuisance, Negligence and Trespass under Iowa law.

GPC has denied it did anything wrong. GPC claims that all corn processing plants, even well-run ones, release emissions; that it has been operating since the 1940s, as was widely known, before most Class Members moved into the Close Proximity Class area or the Peripheral Proximity Class area; that it operated the plant responsibly; that it has invested in the plant to reduce emissions; and that emissions from the plant did not unreasonably interfere with the neighbors' use and enjoyment of their properties.

GPC also opposed Plaintiffs' request to bring this case as a class action, but in October 2015, the judge presiding over this lawsuit (Honorable Thomas G. Reidel), certified the Class Action as necessary for the fair and efficient resolution of the claims. On May 12, 2017, the Iowa Supreme Court upheld Judge Reidel's decision, allowing the Class Action to go forward to trial.

Judge Reidel has scheduled the trial to begin on July 9, 2018.

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III. WHO ARE THE REPRESENTATIVE PLAINTIFFS AND THE LAWYERS FOR THE CLASS?

The Court has certified the following Class Members, who brought the lawsuit, as the Representative Plaintiffs for the Close Proximity Class:

Laurie Freeman
1346 Underwood Ave.
Wilton, IA
Formerly:
1706 Baker Ave.
Muscatine, IA

Gary and Beccy Boysel
1009 Illinois St.
Muscatine, IA

Sharon Mockmore
1407 Kansas St.
Muscatine, IA

Gary and Linda Goreham
2014 Sampson St.
Muscatine, IA

The Court has certified the following Class Members as the Representative Plaintiffs for the Peripheral Proximity Class:

Bobbie Lynn Weatherman
408 Chestnut St.
Muscatine, IA

Kelcey Brackett
2817 Mulberry Avenue
Muscatine, IA
Formerly:
202 Bridgeman St.
Muscatine, IA

The Court has also certified Miner, Barnhill & Galland, P.C. (Sarah Siskind and Scott Entin) and Larew Law Office (James Larew and Claire Diallo) as "Class Action Counsel" to represent you and the rest of the Class Members in the Class Action. Their contact information is provided in Section VIII below.

IV. ARE THERE ANY CLAIMS THAT ARE *NOT* COVERED BY THIS CLASS ACTION?

This Class Action covers Nuisance, Negligence and Trespass claims for "lost use and enjoyment" damages, including the claimed nuisance-level physical symptoms, **personal inconvenience, discomfort, and annoyance** described in Section II. It does *not* cover personal injury claims (that is, claims for significant health harms or risks), or claims for lost market value of your home(s), or **the cost**

of replacing damaged property. **If you wish to pursue these types of claims, you must exclude yourself from the Class Action and pursue them individually.** Section VII of this Notice explains how, and what will happen if you do.

V. DO I NEED TO HIRE MY OWN LAWYER?

No. The Plaintiffs' attorneys have been certified by the Court to act as your lawyers and represent you in the Class Action as your Class Action Counsel. But, if you wish to hire your own lawyer, you may do so.

VI. WHAT ARE MY OPTIONS IN THIS CLASS ACTION?

You have a choice whether to stay in the Class Action or not. As this Notice explains in Section VII, you must decide this by [45 days after the date the Notice is mailed].

A. What do I have to do if I want to stay in the Class Action?

Nothing. If you meet the definition of a Class Member in Section I, you are automatically a part of the Class Action. That is why you received this Notice. *You will remain in the Class Action unless you take action to opt out of it.* And as a Class Member *in* the Class Action, you will have the following options:

1. You can be represented by the Class Action Counsel who have been handling the case on your behalf since it was filed in 2012; or

2. You can enter a formal appearance in the Class Action, either personally or through a lawyer different from the Class Action Counsel.

Under either of these options, you would remain in the Class Action as a Class Member and be entitled to claim a share of damages obtained by the Class Action.

B. What are my options if I do not want to stay in the Class Action?

The Class Action Rules allow you to exclude yourself from the Class Action. If you choose this option, you must exclude yourself in the manner and at the time set by Judge Reidel and described in this Notice at Section VII below.

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C. Are my options different if I have already hired another lawyer?

Your options are essentially the same under Iowa law even if you have already hired another lawyer:

1. You can remain in the Class Action and still be represented by the lawyer you hired;

2. You can remain in the Class Action, choose to be represented by Class Action Counsel and terminate the other lawyer you hired; or

3. You can exclude yourself from the Class Action lawsuit altogether, as long as you do so in the manner and at the time set by Judge Reidel in Section VII below.

You may wish to seek advice from an independent attorney before making your choice.

VII. WHAT DO I HAVE TO DO TO EXCLUDE MYSELF FROM THIS CLASS ACTION LAWSUIT?

If you wish to exclude yourself from this Class Action Lawsuit, you must complete the form provided with this Notice entitled "I Want to Exclude Myself from the Class Action" and return it to the Clerk of Court at the Iowa District Court for Muscatine County, 401 E. Third St., #3, Muscatine, Iowa, 52761.

To be valid, the Form must be filled out *and signed by you, personally*, and received by the Clerk of Court at 401 E. Third St., #3, Muscatine, Iowa, 52761 no later than [DATE 45 DAYS FROM MAILING OF NOTICE].

Please understand that once you exclude yourself, you will not have a right to come back into the Class Action or to any share of the recovery that may be achieved in the Class Action. If you stay in the Class Action, you will be bound by the judgment (favorable or unfavorable) and will not have the right to bring individual claims.

Do not return this form, or *any* form, if you wish to remain *in* the Class Action.

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VIII. HOW COULD THIS CASE AFFECT ME IF I REMAIN IN THE CLASS?

The Plaintiffs are seeking "lost use and enjoyment" money damages for you and your fellow Class Members. If you stay in the Class Action, and the Plaintiffs succeed by settlement or after a trial, then you will be notified about what you must do to demonstrate your eligibility to claim a share of any money recovery. If the Plaintiffs do not succeed, and you have not excluded yourself from the Class Action, then you will be bound by the judgment and will not be able to file your own suit against GPC.

Compensation for Class Action Counsel is dependent on a successful outcome and must be reviewed and approved by the Court. If money damages are recovered for the Class (by settlement or jury verdict at trial), the Court will determine the amount Class Action Counsel should be paid. If money damages are not recovered, no fees and no costs will be owed by you or your fellow Class Members.

IX. HOW DO I GET FURTHER INFORMATION?

If you have any questions, including questions about whether your property is included, or want to review any document that has been filed in this case, you may contact the Class Action Counsel at www.GPCClassAction.com, or by mail, email, or phone as follows:

Sarah E. Siskind
Miner, Barnhill & Galland, P.C.
44 E. Mifflin St., Suite 803
Madison, WI 53703
(608) 255-5200
SSiskind@LawMBG.com

James C. Larew
Larew Law Office
210 Cedar St.
Muscatine, Iowa 52761
(563) 263-2120
James.Larew@LarewLawOffice.com

Scott A. Entin
Miner, Barnhill & Galland, P.C.
325 N. LaSalle St., Suite 350
Chicago, IL 60654
(312) 751-1170
SEntin@LawMBG.com

Claire M. Diallo
Larew Law Office
504 E. Bloomington St.
Iowa City, Iowa 52245
(319) 337-7079
Claire.Diallo@LarewLawOffice.com

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You can find close-up maps on the website (www.GPCClassAction.com) showing which properties at the class boundaries are included in the class.

Please do not contact the Judge, the Clerk of Court, or Grain Processing Corporation, or their attorneys, with questions.

The pleadings and other papers filed in this case are available for inspection at the office of the Clerk of Court.

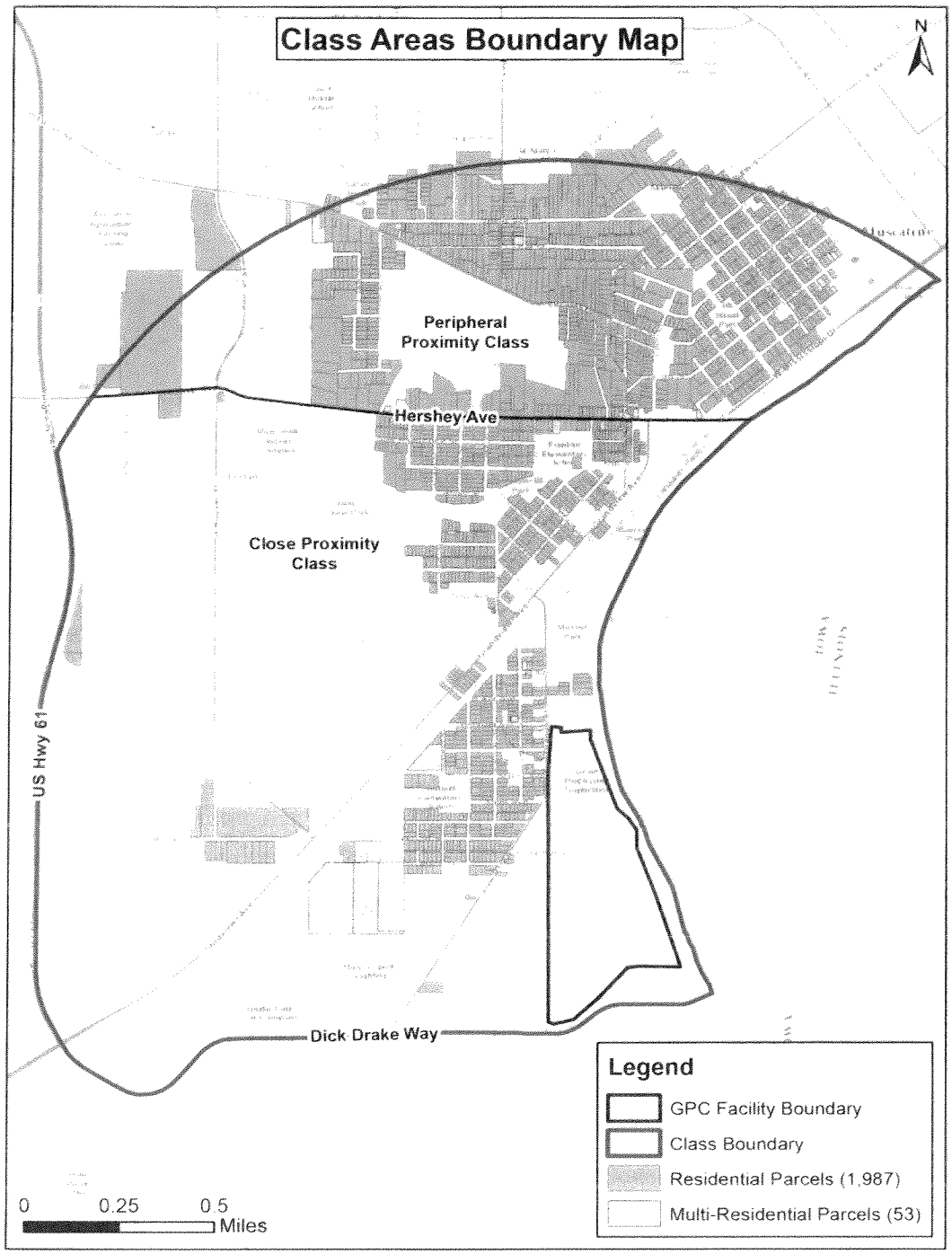
IMPORTANT: IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS ACTION, YOUR EXCLUSION REQUEST MUST BE RECEIVED BY THE CLERK OF THE COURT ON OR BEFORE [DATE 45 DAYS FROM MAILING].

Dated: _____.

BY ORDER OF THE COURT:

_____

Thomas G. Reidel, District Court Judge


Class Areas Boundary Map
N
Peripheral Proximity Class
Hershey Ave
Close Proximity Class
US Hwy 61
Dick Drake Way
Legend
GPC Facility Boundary
Class Boundary
Residential Parcels (1,987)
Multi-Residential Parcels (53)
0
0.25
0.5
Miles

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SEVENTH JUDICIAL DISTRICT OF IOWA
IN THE DISTRICT COURT OF THE STATE OF IOWA
IN AND FOR MUSCATINE COUNTY

LAURIE FREEMAN, SHARON MOCKMORE, BECCY BOYSEL, GARY D. BOYSEL, LINDA L. GOREHAM, GARY R. GOREHAM, KELCEY BRACKETT and BOBBIE LYNN WEATHERMAN, Plaintiffs, v. GRAIN PROCESSING CORPORATION, Defendant.	Case No. LACV 021232

I WANT TO EXCLUDE MYSELF FROM THE CLASS ACTION

I do not want to be a part of the Class Action and want to exclude myself from it. I understand that I could be represented in the Class Action case either by the Class Action Counsel or by an attorney that I hire myself, but I do not wish to participate in the Class Action case in any manner. I do not wish to partake in any potential recovery by the Class in the Class Action.

NAME (printed): _____

ADDRESS: _____

PHONE NUMBER: _____

YOUR SIGNATURE: _____ DATE: _____

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This Exclusion Request must be *received* by the Clerk of Court by _____, 2017 [45 DAYS AFTER MAILING OF NOTICE], at the following address:

Clerk of Court
Iowa District Court for Muscatine County
401 E. Third St., #3
Muscatine, Iowa 52761

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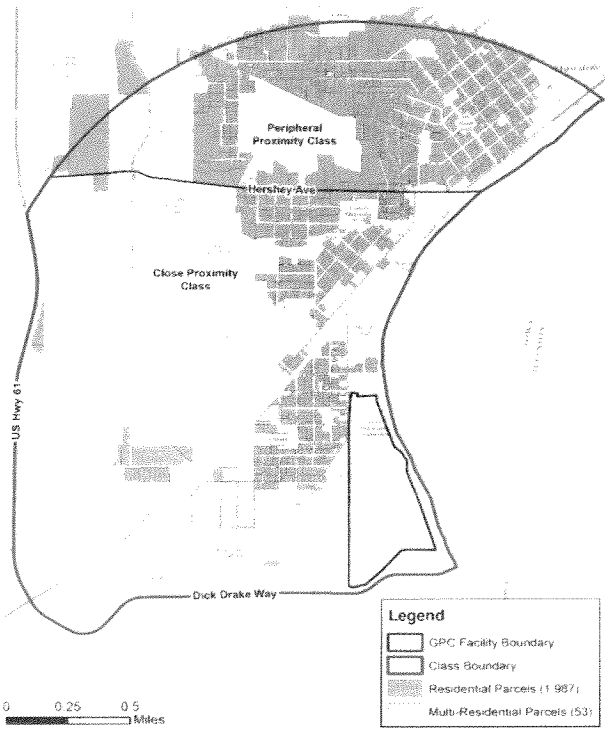
PUBLICATION NOTICE

You may be affected by an air pollution class action lawsuit involving a corn processing plant owned by Grain Processing Corporation (GPC) in Muscatine, Iowa. The case is ***Freeman, et al., v. Grain Processing Corporation***, No. LACV 021232, in the Iowa District Court for Muscatine County. The Court has decided the lawsuit should move forward as a class action on behalf of two "Classes," or groups of people that could include you.

This is a short-form Notice about the Class Action. Instructions on how to obtain full Class Notice appear below.

ARE YOU AFFECTED? You may be affected—as a Class Member—if you lived at any time between April 24, 2007, and [date Notice is mailed], in either the "Close Proximity Class" or the "Peripheral Proximity Class" outlined on the map. A more detailed description of the class area and class member eligibility are contained in the full Class Notice.



WHAT IS THE LAWSUIT ABOUT? The lawsuit claims that smoke, odor and haze from GPC unreasonably interfered with Class Members' ability to use and enjoy their homes. The lawsuit seeks money damages as compensation for the inconvenience, disturbance and annoyance this caused. It does *not* cover personal injury claims or claims for lost market value of your homes or for damage to your personal property.

GPC denies it did anything wrong or that the operations of the plant unreasonably interfered with the use and enjoyment of properties in the Class areas. The Court has not yet decided whether the Class or GPC is right. The lawyers for the Class ("Class Counsel") will have to prove their claims at a trial.

WHO REPRESENTS YOU? The Court certified your fellow Class Members Laurie Freeman, Gary and Beccy Boysel, Gary and Linda Goreham, Sharon Mockmore, Kelcey Brackett and Bobbie Lynn Weatherman as "Representative Plaintiffs" in the lawsuit.

And it certified Miner, Barnhill & Galland, P.C. (Sarah Siskind and Scott Entin) and Larew Law Office (James Larew and Claire Diallo) to represent you and the rest of the Class. You may also hire your own lawyer if you wish to do so.

WHAT ARE YOUR LEGAL OPTIONS? You have the right to decide whether to stay in the Class or no. If you decide to **stay** in the Class Action, you do not have to file anything or do anything now. If you decide to **exclude** yourself from the Class Action, then you need to complete an Exclusion Request Form and send it to the Court by [DATE].

To obtain an Exclusion Request Form, with specific filing instructions, contact CLASS COUNSEL *immediately* using the contact information below.

HOW DOES *STAYING IN* THE CLASS ACTION VERSUS *EXCLUDING YOURSELF* AFFECT YOU? If you stay in the Class and money or benefits are obtained in the Class Action, you will be notified about how you can claim your share. Whatever the outcome in the Class Action (favorable or unfavorable), you will be legally bound by it. That is, you won't be able to sue GPC for pollution-caused nuisance, negligence or trespass as part of any other lawsuit.

If you exclude yourself from the Class, you will not be eligible to share in any money or benefits obtained in the Class Action, but you will keep the right to sue GPC outside the Class Action and will not be bound by the outcome of the Class Action.

HOW CAN YOU GET MORE INFORMATION? If you have questions, wish to obtain either the Exclusion Request Form, the full Class Notice or other documents about this lawsuit, visit www.GPCclassaction.com or contact Class Counsel at:

Miner, Barnhill & Galland, P.C.
Sarah E. Siskind
(608) 255-5200
SSiskind@LawMBG.com

Scott A. Entin
(312) 751-1170
SEntin@LawMBG.com

Larew Law Office
James C. Larew
(319) 541-4240
James.Larew@LarewLawOffice.com

Claire M. Diallo
(319) 337-7079
Claire.Diallo@LarewLawOffice.com

Do not write directly to the Court for information.

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QUESTIONS AND ANSWERS ABOUT THE GRAIN PROCESSING CORPORATION SETTLEMENT.

I. WHAT ARE THE TERMS OF THE SETTLEMENT WITH GPC?

Some of the principal terms of the settlement are as follows:

- The maximum award is $33,000, but that amount may be reduced based upon:
    - The distance from the GPC plant;
    - The number of people who live in the house;
    - The time that they have lived there; and
    - Whether the house is owned or rented.

The attached chart, on page 10 of this letter, shows how the award will be calculated.

II. WHO CAN TAKE ADVANTAGE OF THIS SETTLEMENT?

The money under the settlement is available to any resident who lives within 1.5 miles of the GPC plant. It is available to those residents if they have contracted with any of the attorneys listed below:

Ronald R. Parry rrparry@strausstroy.com
Strauss Troy

Jeff Carter jeff@jeffcarterlaw.com
Carter Law Offices, P.C.

Dominic F. Pechota dominic@pechotalaw.com
Matt Reilly matt@tl4j.com
Trial Lawyers for Justice, P.C.

Christopher A. Kragnes chris@ktkpc.com
Kragnes & Associates

Ryan Ellis ryan@ellislawpc.com
Ellis Law Offices, P.C.

III. IS THIS A CLASS ACTION LAWSUIT?

There has been a class action lawsuit filed against GPC but this settlement is not part of the class action and is not available to any resident who is part of the class action.

Whether or not you take this settlement or stay in the class action lawsuit is a decision that you will have to make. It is impossible, at this time, to predict the outcome of the class action lawsuit.

It may be possible for you to get more money in the class action lawsuit. On the other hand, it is possible that the class action lawsuit may be dismissed and class members may get $0.00. It is also possible that if there is money available to you in the class action lawsuit it will be several years before you are paid anything. Information about the class action, including the names of the class action lawyers, is included in this package of information.

IV. HOW DO YOU TAKE ADVANTAGE OF THIS SETTLEMENT?

As pointed out above, this settlement is available to all residents who live within 1.5 miles of the GPC plant. Because this settlement is not part of the class action lawsuit, the first thing that a resident must do, to take advantage of this settlement, is to be excluded from the class action lawsuit, which is commonly known as the Freeman case.

If you live close to the GPC plant, you should have received a notice of the class action lawsuit. In that notice there was a form to be filled out to exclude yourself from the class. You will have to fill that out and send it in.

If you want to be part of the settlement that is described in this paper, you will need to send that form in quickly to make sure that you get out of the class action. If you do not have the exclusion form, you may contact one of the lawyers named in the class action notice or you may call the phone number listed below.

V. IF I SETTLE, HOW WILL MY CLAIM BE PRESENTED TO GPC?

The attorneys, who have negotiated this settlement, will assist you in presenting your claim to GPC. You will fill out an information form and the attorneys will make sure that your information form is complete when it is submitted to GPC.

It will be the attorneys' job to try to get you the maximum award that you are entitled to under the terms of the settlement.

VI. WHAT IF GPC DISPUTES MY CLAIM?

After your attorneys gather the necessary information, your attorneys will calculate the award that you are entitled to receive and it will be presented to GPC. If GPC disagrees with any of the factors (such as where you live, how long you lived there or how many people lived in your house) then your attorneys and GPC will try to resolve the dispute.

If the dispute cannot be resolved with GPC then it will go to a mediator. It will be the attorneys obligation to represent you through the claim process and mediation process.

You will receive a form in the near future. After you provide the requested information on the form, we can give you a better idea of the award that you are likely to receive in the settlement.

VII. WHY WAS THE CASE SETTLED?

We have negotiated the settlement after fully understanding the strengths and weaknesses of the cases. GPC has strong defenses in the case, primarily because they have operated their plant for many years in the same location and using the same technologies. They are claiming what the law calls a "prescriptive easement". They are basically saying that, since there have been emissions from their property for such a

long time, the law should not penalize them now. There is legal support for GPC's defense.

Using this defense, if your case went to trial, there is a possibility that the case would be dismissed.

We have also considered the fact that, if your case stays in court, it may be several more years before all the appeals are over and there are more costs that will incurred in the case.

For example, if your case went to trial you would have the cost of at least one expert witness to testify about the condition surrounding your house; your cost could possibly be as much as $2,000 - $3,000 for that alone.

VIII. ARE ALL RESIDENTS TREATED THE SAME?

You may ask whether anybody else, who elects to participate in the settlement, is getting a better deal than you are. The answer is that under the terms of the settlement, everyone with similar factors will be treated the same. In other words, if you lived a ½ mile from the GPC plant with 2 children, for 8 years, and you owned your house then you are going to be treated exactly the same way as somebody who had the same factors. If a person lived farther away they would get a little less money and if a person lived closer they would get a little more money.

But you can rest assured that people who are in your situation will be treated exactly the same as you are.

The undersigned attorneys also represent some commercial properties and their cases are not being settled at this time.

IX. WHAT WILL I PAY IN ATTORNEYS' FEES?

Your attorneys will receive 1/3rd of the amount that you receive as their compensation for filing numerous lawsuits against GPC, handling those lawsuits, negotiating the settlement and representing your interests in making your claim under the settlement. So you will receive 2/3rds (66.7%) of your award under the settlement.

It is your attorneys' incentive to get you the most money that they possibly can, in the claim process, because if you get more then that increases the attorneys' fee.

All residents who make claims are being charged the same attorneys' fee of 1/3rd.

You have a right to know how the attorneys' fees are being divided. The law firms will first be paid back their out-of-pocket costs. Then the fees will be divided equally among five law firms, 20% each. Those five firms are as follows:

Ronald R. Parry rrparry@strausstroy.com
Strauss Troy

Andrew Hope, Esq. Andrew@hopelawfirm.com
Travis Burk, Esq. Travis@hopelawfirm.com
Hope Law Firm, PLC

Jeff Carter jeff@jeffcarterlaw.com
Carter Law Offices, P.C.

Christopher A. Kragnes chris@ktkpc.com
Kragnes & Associates

Dominic F. Pechota dominic@pechotalaw.com
Matt Reilly matt@tl4j.com
Trial Lawyers for Justice, P.C.

X. WHAT ABOUT THE COSTS THAT THE ATTORNEYS HAVE ADVANCED?

a. Past Costs

To date, the attorneys named in the section above estimate they have spent in excess of $100,000 in lawsuits against GPC. You will not be charged anything for that as the attorneys will take that out of their 1/3rd fee described above.

b. Future Costs

GPC has provided a fund of $50,000 for the undersigned attorneys to use to

reimburse them for their costs incurred in the future in implementing this settlement. None of this money will be used to pay attorneys' fees. The only attorneys' fees will be what is set forth in Section X above.

GPC is providing the fund for the payment of these future costs so that those costs do not need to be taken out of your funds. The costs will be used for things such as the attorneys' travel costs and the payment to mediators, if necessary. Therefore, you are assured that 2/3rds of your award, determined based upon the individual factors of your case, will be yours to keep.

Any part of the $50,000 that is not used to reimburse the attorneys for their future costs will be distributed to the residents who have been paid settlement funds, on a proportionate basis. If there is a very small amount of money left it will be given to a local charity in Muscatine.

XI. CAN I HIRE MY OWN ATTORNEY?

The answer is yes. You may work with any attorney that you choose to work with. The attorneys who negotiated this settlement will work out a fee arrangement with your attorney so that you will end up paying no more than the attorneys' fee of 1/3rd. The fee division will be based upon the amount of work that is done by the attorneys who represent your interest through the settlement process.

XII. HOW WILL THE NUMBER OF RESIDENTS, IN MY HOME, BE DETERMINED?

The amount of payment that you will receive from GPC will be based, in part, on the number of residents who lived in your home. The time-period covered by this settlement is April of 2007 – May of 2015, or in other words, about 8 years. Any person who lived in your home for 6 months or longer, during that 8 year period, may be

counted as a resident for purposes of determining your award under the settlement.

So if you raised a couple of children in your home during that 8 year period, they became adults and left home they can be counted as residents if they lived in your home for more than 6 months. It will be necessary for them to sign a release of any potential claims that they might have against GPC.

XIII. WHAT IF I BOTH RENTED AND OWNED A HOME CLOSE TO GPC?

Under the terms of the settlement, homeowners will get more money than those who rent a home.

During the 8 year time-period covered by this settlement you may have rented a home for awhile and then purchased that home or another home within the settlement area.

The terms of the settlement allow you to base your claim on whatever home provides the most money for you. For example, if you rented a home within the settlement area for 7 years and then purchased the home and lived there for 1 year it will probably be to your advantage to make a claim as a renter rather than an owner.

XIV. WHAT ARE MY OPTIONS IF I DON'T WANT TO TAKE THE SETTLEMENT?

As you know there is still a class action lawsuit pending out there. At this time it is impossible to predict the result in the class lawsuit. It is possible that the class action lawsuit will be dismissed. It is also possible that you can get a greater sum of money in that lawsuit than in the settlement described above.

What we do know for sure about the class action is that it does not include any claims you might have for personal injury, for damage to your property or for loss in market value of your property.

The undersigned attorneys are recommending that you take this settlement. However, the choice is yours. If you do not wish to follow our recommendations and take the settlement, then you owe us nothing for our services. You can remain in the class action lawsuit and accept whatever the result is in that case.

XV. DOES GPC HAVE ANY RIGHT TO BACK OUT OF THE SETTLEMENT?

GPC has entered into this settlement with the lawyers listed in Section II above because GPC wants to bring an end to all of the lawsuits filed against it by those lawyers. For that reason, GPC will have a right to back out of this settlement if less than 90% of the clients of those lawyers, who have filed lawsuits against GPC, decide not to take this settlement.

If GPC decides to back out of the settlement, because not enough people take the settlement, you can still pursue any claims that you have against GPC.

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ELECTION

**********Please return this page **********

The person signing below is authorized to represent all persons who resided within her/his household during the period of time between April 24, 2005 and May 7, 2015.

On behalf of the person signing below and all household residents, the following election is made.

☐ We elect to participate in the settlement that our attorneys have negotiated with GPC and we approve of that settlement. We understand that we must be excluded from the class action lawsuit in order to participate in the settlement and we will sign the necessary papers to do so.

☐ We elect to dismiss our lawsuit and participate in the class action.

NAME (printed): _____

ADDRESS: _____

PHONE: HOME:_____CELL: _____

EMAIL: _____

YOUR SIGNATURE:_____DATE: _____

Base amount (at 100%) $33,000							
Time from April 24, 2007 to May 7, 2015 (fraction of 2936 days)							
Distance		**Rent**	**Own**	**Wind Direction****		**Number of Residents**	
1.26-1.50	20.00%	75%	100%	NNE	83%	1	70%
1.01-1.25	30.00%			N	100%	2	80%
.76-1.0	35.00%			NNW	68%	3	90%
.51-75	50.00%			NW	61%	4+	100%
.25-.50	70.00%			WNW	70%		
<0.25	100.00%			W	65%		

** Wind direction reflects the location of the property in relation to the plant. There is no reduction for wind direction for those living within .5 miles of the plant's perimeter.

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GRAIN PROCESSING SETTLEMENT
LIMITED POWER OF ATTORNEY AND CONTINGENCY CONTRACT

This is an agreement between _____, ("Clients") and the Settling Attorneys listed below.

Ronald R. Parry rrparry@strausstroy.com
Strauss Troy

Jeff Carter jeff@jeffcarterlaw.com
Carter Law Offices, P.C.

Christopher A. Kragnes chris@ktkpc.com
Kragnes & Associates

Dominic F. Pechota dominic@pechotalaw.com
Matt Reilly matt@tl4j.com
Trial Lawyers for Justice, P.C.

Ryan Ellis ryan@ellislawpc.com
Ellis Law Offices, P.C.

Purpose of Representation

1. The Clients retain and employees the Attorneys to represent Clients in the GPC Settlement that the Attorneys have negotiated.

2. The scope of the representation will be that the Attorneys will advise and represent the Clients through all aspects of the claim process including claim presentation, claim negotiation and, if necessary, mediation

3. The Clients have been fully advised of all of the terms and conditions of the Settlement and the Clients voluntarily elect to participate in the Settlement. The Clients understand that by participating in the Settlement the Clients will, forever, be giving up the right to sue GPC relating to air emissions.

4. Clients understand that the compensation available to Clients in the Settlement may be, in part, dependent upon the number residents who have resided in the Clients' residence during the period of the spring of 2007 – the spring of 2015, approximately 8 years. Clients represent Clients have authority to also bind those residents if they are to participate in this Settlement process or become part of the Settlement calculation.

5. Clients acknowledge receipt of a letter from the Attorneys describing fully the terms and conditions of the Settlement and Clients voluntarily elects to accept the terms of the settlement and participate in the settlement process. Clients acknowledge that by participating in this settlement the Clients cannot participate in any other lawsuit against GPC.

Attorneys' Fees

6. In consideration of the services to be rendered to Clients by Attorneys, Clients will pay a contingent Attorneys' fee equal to 1/3rd of the gross amount that is recovered in this Settlement.

Although the Attorney may incur costs in the representation of the Clients, the Clients will not be charged any costs.

IF THERE IS NO RECOVERY FOR CLIENT, THEN CLIENT WILL BE CHARGED NOTHING.

Division of Legal Fess

7. Under Iowa law, you are entitled to know how the legal fees that you pay are being divided among lawyers. The lawyers listed above have all worked on your case and other cases against GPC. The work of all of these lawyers, over the last several years, has resulted in the achievement of this settlement from which you will be paid. After being reimbursed for their out-of-pocket costs the legal fee that you will pay, 1/3rd of your total award, will be divided equally, 20% each, among the following five law firms:

Kragnes & Associates, Carter Law Offices, P.C., Trial Lawyers for Justice, P.C.,

Hope Law Firm, PLC, and Strauss Troy Co., LPA

Further information concerning the division of legal fees and/or the payment of out-of-pocket costs is available by contact in one the firms named in this paragraph.

The Freeman Class Action

8. The Clients has been advised that the Clients have the option to participate in a class action lawsuit against GPC known as the Freeman case. The Attorneys named above have offered to provide to the Clients the names of the Attorneys representing the class in the Freeman case so the Clients could consult with those Attorneys if they desire to do so. Clients acknowledge that the Clients have received a copy of the Notice of the Clients' rights in the Freeman class action or has seen such Notice in the news media. If the Clients do not have such a Notice the Attorney has offered to provide one to Clients.

9. Clients understand that if they wish to take advantage of the Settlement negotiated with GPC by the Attorneys named above it will be necessary for them to be excluded from or "opt out" of the Freeman class action lawsuit. Clients, after having an opportunity to review the Notice to class members in the Freeman case, hereby elect to opt out of that case and will sign the necessary opt out forms.

Limited Power of Attorney

10. Attorneys are hereby granted a power of Attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation, including settlement and/or reducing to possession any and all monies or other things of value due to the Clients under his or her claim as fully as the Clients could so do in person and endorsing checks on Clients' behalf and depositing them within Attorneys' bank and trust accounts). Attorneys are also authorized and

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empowered to act as Clients' negotiator in any and all settlement negotiations concerning the subject of this Agreement. Clients also expressly grants to Attorneys the power to pay any expenses incurred by Clients or Attorneys in the handling of this claim, or any outstanding related obligation.

No Guarantees

11. Attorneys make no promises or representations concerning the successful outcome of any legal matters undertaken by Attorneys. Clients realize that if Attorneys learn something which in the opinion of Attorneys make it impractical for Attorneys to proceed with the handling of the case, then, subject to applicable rules, Attorneys may withdraw from further representation of Clients by sending written notice to Clients' last known address.

Non-Solicitation Acknowledgement

12. By signing below, I represent that I am freely seeking legal representation from Attorneys and have entered into this agreement voluntarily. I represent that I have not been solicited to enter into this Agreement. I hereby certify and acknowledge that I have had the opportunity to read and understand the entire Agreement and have entered into this Agreement freely and voluntarily and fully aware of its terms and conditions.

Limitation of Recovery

13. Clients understand that the maximum amount available under the settlement is $33,000 and that amount is subject to being reduced based upon the location and duration of the Clients' residency and other factors in a settlement chart that has been provided to the Clients.

This contract was agreed to and signed by Clients in Muscatine County on this _____ day of _____, 2017, and shall be construed under the laws of the State of Iowa.

_____ (___)_____
Client Signature Telephone

_____ (___)_____
Client Printed Full Name Other Telephone

_____
Address

Email address: _____

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By: _____
On Behalf of all Settling Attorneys

EXHIBIT A
Property Information Form

First Name: _____ **Middle Name:** _____ **Last Name:** _____

List any Prior or Other Names (i.e., Maiden Names): _____

Date of Birth:

Please Fill Out The Following Chart For All Addresses Where You Lived From April 24, 2007 To Present:

	Address	**Dates of Residency** (Please Provide Month and Year)	**Owned or Rented?**	**If Rented at Any Time, Provide Name of Owner/Landlord**	**Total Number of People Living at the Property at any time during your residency (including you)**
Example	*225 Cherry Lane*	*April 24, 2007 to June 1, 2010*	*Owned*	*N/A*	*5*
1					
2					
3					
4					
5					
6					

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For Each Property Listed Above Please Provide The Following Information About Any Other People Living There:

- Names
- *Current* Ages
- Years That They Lived At The Property
- Relationship With You (E.g., Spouse, Child, Friend, Renter)

EXAMPLE: Property 1	***Jane Smith; wife; 55; April 24, 2007 to June 1, 2010*** ***Jeremy Smith; son; 31; April 24, 2007 to August 1, 2008*** ***Janet Smith; daughter; 27; April 24, 2007 to June 1, 2010*** ***Henry Moore; renter; June 1, 2008 to May 31, 2009***
1	
2	
3	
4	
5	
6	

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I, _____, under pain and penalty of perjury hereby swear and affirm that the information provided in this Property Information Form is true and accurate to the best of my knowledge. I understand Grain Processing Corporation is relying on the information provided in this Information Form to calculate my settlement amount and failure to provide truthful and accurate information will result in forfeiture of any settlement payments as well the requirement that I defend Grain Processing Corporation against any future claims that conflict with the information provided in this Information Form. I further acknowledge and agree that if I knowingly provide materially false information in this Information Form, I waive any right to recovery from Grain Processing Corporation for any claims that were or could have been brought in the *Freeman* Class Action or any individual action I currently have pending against Grain Processing Corporation.

Signature: _____

Printed Name: _____

Date: _____

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Draft 9/20/2017 10:01 AM - may be subject to slight revisions.

SETTLEMENT AGREEMENT AND RELEASE

Property Address: _____ (the "Property")[1]

The Residents _____ and _____ (collectively, "Residents") and Grain Processing Corporation ("GPC") wish to resolve their differences and enter into a binding settlement agreement and release ("Agreement") as described herein.

The Residents all currently or previously lived at the Property, named above.

THEREFORE, to settle all differences, the Residents agree they will release and dismiss all claims against GPC related to the Property with prejudice, as described below, in exchange for GPC's payment of the Settlement Amount, totaling _____ ($_____), to be distributed as described in Section 5 among the Residents.

1. Affirmation of Information. The Residents each supplied an Information Form, attached to this Agreement as Exhibit 1 which was relied upon by GPC to determine the Settlement Amount. By signing this Agreement, the Residents acknowledge and agree that the information supplied in their Information Form is accurate and they have no reason to believe any of the information used to determine the Settlement Amount is inaccurate. The Residents also acknowledge and agree that all individuals who resided in the Property during the Settlement Time Period are parties to this Agreement. The Residents understand GPC is relying on the accuracy of the information supplied by the Residents as a material inducement to entering into this Agreement and based upon the Residents' representation of their accuracy, GPC agrees to settle this matter.

2. Calculation of Settlement Amount. The Settlement Amount to be paid as described in Section 5 is _____ ($_____), which was determined using the information supplied on the Information Form, Exhibit 1.

3. Release.

   3.1. In exchange for this Agreement, the Residents release any and all claims and causes of action they may have or claim to have against GPC, any of its parent companies or subsidiaries, and any of their predecessors, successors and assigns, affiliated companies whether through stock ownership or otherwise, their representatives, their employees, past and/or present, their officers, directors, and all other persons, relations, firms, associations and/or corporations employed by or associated with any of the aforementioned (the "Released Parties") for any claims related to the ownership, use or operation of GPC's Muscatine facility, or arising from environmental emissions emanating from the facility up to the date of the Settlement Agreement (the "Released Claims"). The Released Claims include, but are not limited to, claims for interference with use and enjoyment of any property; physical damage to personal or real property; invasion of property; diminution in property value, inconvenience, annoyance, and emotional distress; fears of health harms;

---

[1] GPC, through their counsel, is authoriz to attached to this Settlement Agreement and Release the legal description of the property, which matches the address.

increased risk of health harms; actual health claims; and physical injury. The Released Claims include claims based on any legal theory, including but not limited to nuisance, negligence, trespass, strict liability, statutory liability, deceptive acts, etc. Released Claims include claims the Residents do not know or suspect to exist at the time of the settlement and which, if known, might have affected the Residents' decision to settle.

3.2. The Residents acknowledge GPC plans to continue operating its Muscatine facility. Thus, the Residents further release any and all claims relating to the future ownership, use or operation of GPC's Muscatine facility, to the same extent as the release for past operations, except the Residents do not release claims resulting from operation of the facility in a manner that causes a sudden, unexpected, unintended and catastrophic release of contaminants to the environment that poses grave risk of bodily harm (e.g., a plant explosion) or that involves a prolonged violation of air emission standards that GPC does not actively work to cure. Other than as set forth in Section 12, any future action related to emissions from GPC shall only be brought pursuant to a federal or state citizen action suit.

3.3. The Residents acknowledge and agree GPC presently is taking commercially reasonable means to operate its plant, including to control emissions and odor.

3.4. The Residents represent and warrant they are the owner of their claims, they have the authority to release, waive, and settle their claims, and they have not pledged, given, or sold the claims, or any portion thereof, to any other person or entity. This Release covers all injuries and damages, whether known or unknown, and which may hereafter appear or develop, and is binding upon the Residents, their successors, assigns, heirs, and all others claiming by or through the Residents

3.5. The Residents promise never to file a lawsuit asserting any claims that are released in Section 3.

4. **[For Clients that have already filed suit]** Dismissal of Pending Suit. The Residents shall sign any necessary documents, which will have the effect of dismissing, with prejudice, all of their claims and causes of action set forth in their case currently pending in the Iowa District Court in Muscatine, as soon as practicable after this Agreement is signed and payment delivered. The parties will bear their own costs and fees in each case. The Residents authorize their Attorneys to sign any such documents necessary to effectuate the dismissal with prejudice.

5. Allocation of Settlement Amount.

5.1. Attorneys' Fees and Costs. GPC will issue payment from the Settlement Amount in the amount equal to 1/3rd of that Settlement Amount which will be paid as attorney's fees to the Residents Attorneys. [We are reviewing what, if any tax language we need to include and will update]. This payment shall be issued in the manner directed by Residents' Attorneys.

5.2. Funds to Residents.

5.2.1. GPC shall issue individual checks to the Residents in the following amounts: _____.

5.2.2. GPC will issue payments to Residents upon the following contingencies occurring: (1) each Resident signs this Agreement, (2) each Resident effectively opts-out of the *Freeman* Class Action, (3) each resident provides a completed W-9.

5.2.3. GPC will issue a 1099 to each Resident receiving settlement funds.

6. Easement.

6.1. If any Resident is an owner, or has the authority to bind the owner, he or she agrees, upon GPC's request, to execute a permanent easement, running with the land, consistent with the ongoing operation of GPC's facility. GPC will prepare and file the easement at GPC's cost and expense. The Resident(s) agrees to cooperate in executing any necessary documents to perfect the filing of the easement.

6.2. As a material term of this agreement, recognizing GPC's emissions have existed continuously for well over a decade prior to 2012, the Residents stipulate to the existence a prescriptive easement for emissions based on GPC's historical emission rates.

7. Indemnification. The Residents agree to defend GPC, indemnify GPC, and hold GPC harmless, against claims from other individuals claiming to have resided at a the Property during the Settlement Time Period, where such individual's name was not provided to GPC on the Information Forms attached as Exhibit ___, to the extent any claim is deemed to be valid. Likewise, to the extent any other person who has a right to all or a portion of a claim has not been identified to GPC and participated in this Agreement, the Residents will defend GPC, indemnify GPC, and hold GPC harmless relating to such claims to the extent any claim is deemed to be valid.

8. No Further Consideration or Promises. The conditions recited in this Agreement are all the Residents will receive for their claims or potential claims against the released parties and no promise for any other or further consideration has been made by anyone.

9. No Admission of Liability. This Agreement and the above-recited terms do not constitute an admission of liability on the part of any person or entity.

10. Confidentiality. The Residents may disclose information about this settlement to members of their immediate family, others residing within their household, legal counsel with whom they consult and tax preparers. Otherwise, the Residents shall use their best efforts to keep the amount of their settlement confidential and if contacted by members of the news media will refer any member of the news media to their attorney(s).

11. Future Cooperation. The Residents acknowledge GPC has made substantial efforts to reduce emissions. If GPC so desires, the Residents agree to make themselves available for discussions with GPC's counsel to help GPC understand facts within the Residents'

knowledge. In the event a Resident is called or subpoenaed as a witness for deposition or trial testimony in any other matter, the Residents will notify their attorney and GPC's attorney (Chuck Becker at 515-283-4609) and make themselves available to GPC prior to such testimony for preparation. The Residents agree to keep such discussions confidential to the fullest extent allowed under the law. It is expressly understood that to the extent such Resident is called upon to testify, they will testify truthfully based on their knowledge and experience regardless of whether such testimony is helpful to GPC.

12. Arbitration. Should there be any future claims not released through the Settlement Agreements, specifically, those claims resulting from operation of the facility in a manner that causes a sudden, unexpected, unintended and catastrophic release of contaminants to the environment that poses grave risk of bodily harm (e.g., a plant explosion), or claims of future occurring personal injury, the parties agree damages will be limited to actual damages and may only be sought through binding AAA arbitration.

13. Miscellaneous.

13.1. This Agreement is executed solely in reliance upon the parties' own knowledge, belief, and judgment and not upon any representations made by the parties to this agreement or others on their behalf.

13.2. Each party will be responsible for their own tax consequences from this settlement.

13.3. This document constitutes the entire agreement and understanding between the parties and supersedes any prior agreements or understandings.

13.4. If any portion of this Agreement is found to be unenforceable, the Parties desire that all other portions that can be separated from it or appropriately limited in scope shall remain fully valid and enforceable.

13.5. This Agreement shall be governed by and construed in accord with the laws of the State of Iowa.

THAT WE HAVE READ THE FOREGOING RELEASE, AND UNDERSTAND ITS TERMS AND FREELY AND VOLUNTARILY SIGN THE SAME.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Dated this _____ day of _____, 2017.

CAUTION: THIS IS A RELEASE -- READ BEFORE SIGNING!

GRAIN PROCESSING CORPORATION

_____ _____

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By:_____

_____

_____

_____

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Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

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; 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. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

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 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 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 on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

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?* on page 2.

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 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. See *What is FATCA reporting?* on page 2 for further information.

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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 Publication 515, Withholding of 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 the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an 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 28% 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 Part II instructions on page 3 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* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

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* on page 3 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.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

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.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **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.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **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.

e. **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)(iii). 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.

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

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

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.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	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.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[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 their 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.

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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), 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 the chart on page 4 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. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked 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.*

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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 items 1, 4, or 5 below indicate 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), 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
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. 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 grantor-trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** 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 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system 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 case 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 contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov 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 made 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.