

Exhibit 3: Expert Report of Gerald M. LaPorte

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EXPERT REPORT OF GERALD M. LAPORTE

Riley Welch LaPorte & Associates Forensic Laboratories
Case Number 19-065

December 19, 2019

**IN THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS
STATE OF MISSOURI**

HAROLD AND JILL LEWIS
Plaintiffs,

v.

DAVID E. TAYLOR, and JOSHUA MEDIA
MINISTRIES INTERNATIONAL, INC.
Defendants.

Case No. 18SL-CC02174
Division No. 14

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1. I submit this expert report on behalf of Plaintiffs. I have been retained by Tremayne, Lay & Coleman, LLP to conduct a forensic examination and expert analysis of certain documents described in Section II of this report.

2. In this report, I provide my qualifications, a description of the documents I examined; the bases for the methods used for the testing; my observations and results from the testing; and my opinions. I am being compensated in this matter and my compensation is not contingent on my findings, testimony rendered, or the outcome of this litigation.

I. QUALIFICATIONS

3. I am a Forensic Chemist and Document Dating Specialist with Riley Welch LaPorte & Associates Forensic Laboratories. I have 27 years of experience in the field of forensic science and over 18 years of experience performing physical and chemical examinations on a variety of documents to determine how they were produced, where they may have originated from, when they were created, and whether they are authentic.

4. I am also employed with Florida International University where I am the Director of Research Innovation at the Global Forensic and Justice Center. As of July, 2019, I retired as the Director in the Office of Investigative and Forensic Sciences at the National Institute of Justice, which is within the United States Department of Justice.

5. Prior to my position with the United States Department of Justice, I served as the Chief Research Forensic Chemist in the Forensic Services Division at the United States Secret Service.

6. I trained with the United States Secret Service in the field of questioned document examination, specializing in the area of ink and paper analysis. For more than 6 years, I was

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responsible for maintaining the largest international collection of writing ink and pen samples in the world – a collection of nearly 10,000 inks that date back to the 1920s.

7. In 2005, I was promoted and designated a “National Expert” by the United States Secret Service in the forensic examination of documents produced using printers and copiers.

8. For three years, I served as the co-chair of the Standards Practices and Protocols Interagency Working Group (SPPIWG), under the Office of Science and Technology Policy within the Executive Office of the President of the United States.

9. I was selected by the Attorney General of the United States to serve as a Commissioner on the National Commission on Forensic Science from 2014 through 2017. This Commission was composed of esteemed scientists, law enforcement officials, prosecutors, defense attorneys, and judges, with the underlying objective to enhance the practice of forensic science.

10. I also currently serve as the Chairperson on the Forensic Document Examination Subcommittee on the Organization of Scientific Area Committees (OSAC) for Forensic Science, which works to strengthen the nation’s use of forensic science by facilitating the development of technically sound forensic science standards and by promoting the adoption of those standards by the forensic science community.

11. I am a member of several professional organizations including the American Academy of Forensic Sciences (AAFS), American Society of Questioned Document Examiners (ASQDE), Mid-Atlantic Association of Forensic Scientists (MAAFS), and the American Bar Association (ABA) – Criminal Justice Section. I was also a contributing member in the

Scientific Working Group for Questioned Documents (SWGDOC) and served as a Technical Contact when standards were developed for the questioned document community.

12. I participated in the European Document Experts Working Group (EDEWG) and have been a contributing member of the International Collaboration for Ink Dating (INCID), an international group dedicated to collaborating on methods for ink dating.

13. I have organized and personally conducted more than 100 lectures, seminars, and training events in 13 different countries for law enforcement agencies, professional organizations, and technical experts.

14. I have published several scientific papers in the area of forensic document examination and authored three textbook chapters in the **Forensic Chemistry Handbook** (*Chemical Analysis Techniques Used in Forensic Document Examinations*), **The Wiley Encyclopedia of Forensic Sciences** (*Documents, Forgeries and Counterfeits*), and **Forensic Chemistry Fundamentals and Applications** (*Chemical Analysis for the Scientific Examination of Questioned Documents*).

15. I have testified over 100 times in County, State, Federal, and International courts. I have never been excluded from testifying as an expert witness, nor have my opinions been criticized by a fact finder in any County, State, Federal, or International court, arbitration or administrative proceeding.

16. A full and complete copy of my curriculum vitae is included as **Attachment 1**.

II. QUESTIONED (Q) DOCUMENTS RECEIVED FOR EXAMINATION

17. On November 25, 2019, I received a package via FedEx (Tracking No. 7770 5876 9339) containing the following documents:

- (1) A four (4) page document titled “RESIDENTIAL LEASE” dated October 27, 2013 bearing three signatures on page 4 (Residential Lease). A true and accurate copy of the Residential Lease is included as **Attachment 2**.
- (2) A one (1) page document titled “RESIDENTIAL LEASE WITH PURCHASE OPTION; EXHIBIT A” dated October 27, 2013 bearing three signatures on the bottom portion of the page (Lease Exhibit A). A true and accurate copy of the Lease Exhibit A is included as **Attachment 3**.
- (3) A one (1) page document titled “SPECIAL SALE CONTRACT; EXHIBIT 1” dated October 27, 2013 bearing three signatures on the bottom portion of the page (Sale Contract Exhibit 1). A true and accurate copy of the Sale Contract Exhibit 1 is included as **Attachment 4**.
- (4) A one (1) page document titled “SPECIAL SALE CONTRACT; EXHIBIT 2” dated October 27, 2013 bearing three signatures on the bottom portion of the page (Sale Contract Exhibit 2). A true and accurate copy of the Sale Contract Exhibit 2 is included as **Attachment 5**.
- (5) A one (1) page document titled “SPECIAL SALE CONTRACT; EXHIBIT 3” dated October 27, 2013 bearing three signatures on the bottom portion of the page (Sale Contract Exhibit 3). A true and accurate copy of the Sale Contract Exhibit 3 is included as **Attachment 6**.

On November 27, 2019, I received the following document via email:

- (6) A nine (9) page PDF document titled “SPECIAL SALE CONTRACT” dated 10/27/13 bearing three signatures on page 6 with copies of Sale Contract Exhibits 1 through 3 attached as pages 7 through 9 (Executed Special Sale Contract). A true and accurate copy of the Executed Special Sale Contract is included as **Attachment 7**.

On December 19, 2019, I received the following document via email:

- (7) A six (6) page PDF document titled “SPECIAL SALE CONTRACT” which was sent as an attachment in an email from Larry Chrum to Harold Lewis on October 26, 2013 (Original Unsigned Special Sale Contract). A true and accurate copy of the Original Unsigned Special Sale Contract is included as **Attachment 8**.

III. REQUEST

18. I was requested to conduct a forensic examination of the Residential Agreement, Lease Exhibit A and Sale Contract Exhibit 3 to determine whether any of the printed paragraphs were added to the documents after the signatures were executed. I was also asked to determine if there are any other observations and findings to indicate that the documents were altered or changed prior to the signatures being executed.

IV. SUMMARY OF OPINION

19. It is my unequivocal opinion that all three signatures on Lease Exhibit A were executed when paragraphs 1 through 6 appeared on the document. That is, the machine printed text on Lease Exhibit A was not added after the document was signed. My conclusion is based on multiple findings as follows:

- a. a detailed microscopic examination using various magnifications and light intensities clearly show that the writing ink, which overlapped the text printing in paragraph 6, is over top of the machine printed text;
- b. using a digital grid with vertical and horizontal lines in Adobe Photoshop, I placed the grid over top of Lease Exhibit A to determine if there was any evidence of skewed or misaligned text, which may occur when a document is re-inserted and printed on a second pass through a printer. There was no evidence of any misalignments or skewed text in the paragraphs relative to the signature block on the bottom of the page; and
- c. by comparing the formatting of the header relative to the signature blocks in Lease Exhibit A and Sale Contract Exhibits 1 through 3, I determined that the signature blocks in Sale Contract Exhibits 1 and 2, neither of which contained text printed paragraphs, were placed at the bottom of the page. This would be expected if a document was created with spacing in the middle to make any amendments. However, the signature blocks on Lease Exhibit A and Sale Contract Exhibit 3 were directly below the paragraphs in such a fashion that the signature block was placed immediately following the paragraphs. That is, these two documents were formatted with the intention of placing the signature blocks immediately after the text paragraphs. If there was blank space left between the headers and the footers on Lease Exhibit A and Sale Contract Exhibit 3 then one would expect that these two documents would have been formatted similarly to Sale Contract Exhibits 1 and 2 to leave as much space as possible to insert additional information, but this was not the case.

20. There is no physical evidence to indicate that paragraphs 1 through 4 on Sale Contract Exhibit 3 were added after the signatures were executed. While there were no points where the writing ink intersected the text of paragraphs 1 through 4, I conducted the same examination discussed in the above paragraph using Adobe Photoshop. There were no misalignments or skewed text in lines 1 through 4 relative to the signature blocks. Moreover, the signature block on Sale Contract Exhibit 3 was directly below the four paragraphs of text and not positioned at the bottom of the document consistent with Sale Exhibits 1 and 2, which did not have any text paragraphs present when the documents were executed.

21. All of the documents were printed with an inkjet printer. Therefore, I performed a microscopic examination of the morphological characteristics of the inkjet printed text and optical examinations of the inks using various sources of energy such as infrared and ultraviolet. There were no differences in the morphology or ink characteristics to indicate that the paragraphs in Lease Exhibit A and Sale Contract Exhibit 3 were added with a different printer or copier.

22. Based on a microscopic examination, the “x” in paragraph 21 of the Residential Lease is not handwritten, and instead, was inserted electronically into the file and then printed from an inkjet printer with the rest of the Residential Lease. I then compared the “x” from the Residential Lease with the “x” used in paragraphs 4, 19, and 20 on the Executed Special Sale Contract and the Original Unsigned Special Sale Contract. The “x” used for all three paragraphs in both of these documents is consistent in size, shape, and conformity within the check box. Moreover, the size and shape of the “x” in the Executed Special Sale Contract is consistent with the inkjet printed “x” on the Residential Lease. Therefore, it is highly probable¹ that the “x” used for the

¹ The forensic document community relies on the Scientific Working Group for Forensic Document Examiners: *Standard Terminology for Expressing Conclusions of Forensic Document Examiners*. “Highly Probable” is used

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three paragraphs on the Executed Special Sale Contract was present when the document was printed. Moreover, there is no physical evidence to indicate that the “x” was added after the signatures were placed on the Executed Special Sale Contract.

V. **BASIS OF EXAMINATIONS**

23. I performed a series of physical and chemical examinations using widely accepted procedures. As part of my testing, I also rely, in part, on numerous published standards distributed by the Scientific Working Group for Forensic Document Examiners (SWGDOC).²

The following is a list of standards applicable to the testing I conducted:

- A. SWGDOC Standard for Scope of Work of Forensic Document Examiners
- B. SWGDOC Standard for Test Methods for Forensic Writing Ink Comparison
- C. SWGDOC Standard for Examination of Altered Documents
- D. SWGDOC Standard for Indentation Examinations
- E. SWGDOC Standard for Examination of Documents Produced with Liquid Inkjet Technology
- F. SWGDOC Standard Terminology for Expressing Conclusions of Forensic Document Examiners

24. A description and the scientific basis of the procedures I used are described in the following paragraphs of Section VI.

to describe evidence that is very persuasive and the examiner is virtually certain, but there is some factor that precludes the examiner from reaching absolute certainty. The “highly probable” threshold is one of virtual certainty based on the results from the examination and testing, and far exceeds the “reasonable degree of certainty” and “more likely than not” threshold for a testifying expert.

² The SWGDOC standards can be found at the following web link:

<http://www.swgdoc.org/index.php/standards/published-standards>

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A. Physical Examinations: Visual and Microscopic

25. Physical examinations include non-destructive methods for inspecting the documents visually with an appropriate magnification device and light source. This portion of the examination is necessary to determine how a questioned document was produced and whether the written entries are original (i.e., created with a writing instrument) or reproductions (e.g., photocopied or scanned and printed). In addition, I examined the documents for evidence of any salient features such as alterations, obliterations, erasures, and text substitution.

26. Writing inks can be classified into ballpoint, non-ballpoint (e.g., roller ball, felt tip, gel), and fountain pen inks based on their unique microscopic characteristics that result from the combination of their different chemical compositions and how the ink interacts with paper. Determining the type and color of a writing ink is commonly reported following a physical examination and is further described in the *Standard for Test Methods for Forensic Writing Ink Comparison*, which is published and endorsed by SWGDOC.

27. The text, format, and/or images on documents can be printed using various methods. These methods of production are referred to as printing processes and are identifiable using a magnifying device with an appropriate light source. The most common types of home and office machines utilize toner (e.g., photocopiers, laser printers, and some facsimile machines) or inkjet technology (e.g., inkjet printers and some types of multifunction machines capable of scanning, copying, faxing, and printing). Typically, inkjet ink absorbs into the paper and appears planar, or flat, when visualized with a microscope. Toner consists of a particulate material and sits on top of the paper, which appears to have a three-dimensional effect when observed with magnification.

B. Physical Examinations: Indented Writing and Impression Evidence

28. Documents can be examined for the presence of indented writing or other identifying impressions (e.g., markings from printing devices), which can appear on paper from writings or other markings made to another page while it was superimposed over the questioned material. In this case, an Electrostatic Detection Apparatus™ (ESDA) was used to recover potential impressions that could indicate what was written on top of the questioned document(s).

29. Whenever two or more sheets of paper are stacked or placed on top of one another, traces of the writing executed on the top page tend to become impressed into the sheet or sheets below. These impressions can be vital in associating whether two documents purportedly prepared at significantly different times were created on their purported dates.

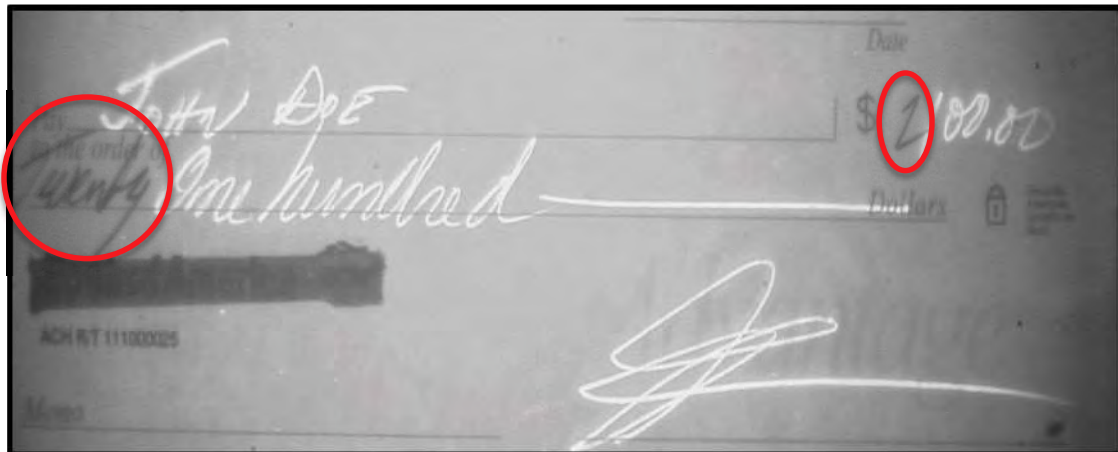
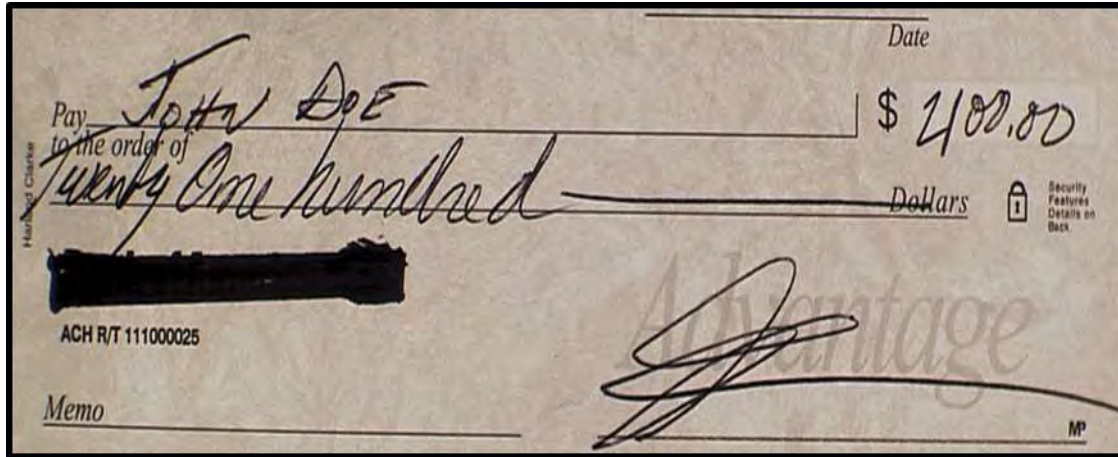
30. If two or more documents are submitted for a forensic document examination, and the documents are purported to have been created on different dates, then an indented writing examination can be used to assess the veracity of the proposition of when the documents were actually prepared. For example, if the writing or a signature from an earlier dated document (e.g., January 2015) is impressed into a document with a later date (e.g., January of 2017) then the January 2017 document should not have been in existence when the writing or signature was executed in January of 2015.

C. Optical Examinations

31. Optical examinations, also referred to as filtered light examinations, are non-destructive and they can provide valuable insight regarding the overall composition of ink and paper. Inks and papers are made from components that respond differently to different wavelengths of light, sometimes in regions of the electromagnetic spectrum beyond what the

human eye is capable of seeing. The presence of colorants and other materials will directly affect the manner in which inks and paper absorb, reflect, and transmit light. Ultraviolet (UV), infrared reflectance (IRR) and infrared luminescence (IRL) illumination are energy sources that can be used to evaluate the properties of an ink. Forensic document examiners commonly use a Video Spectral Comparator (VSC) for this type of examination. I used a VSC 5000, which is equipped with cameras, lights, and filters that allow me to conduct detailed examinations, while controlling both the wavelength of light used to assess UV, IRR, and IRL characteristics of the writing inks. **Figure 1** below shows an example of two different black writing inks that appear to be the same under normal lighting conditions, but are determined to be different once visualized in the infrared region.

Figure 1: The top image is a check viewed with regular visible light and the bottom image is the check viewed using infrared luminescence (IRL). Viewing the check in the infrared region shows that the check was altered using a different black ink. The bright white writing is from the ‘fluorescent’ properties of one black ink that are not present in the other black ink.



VI. RESULTS OF TESTING

32. The machine printed text on the Residential Lease, Lease Exhibit A, and Sale Contract Exhibits 1 through 3 was created with an office machine system utilizing black inkjet. Lease Exhibit A and Sale Contract Exhibit 3 have six paragraphs and four paragraphs of text between the header and the signature blocks, respectively. There are no text paragraphs printed between the header and the signature blocks on Sale Contract Exhibits 1 and 2.

33. The focus of my analysis of Lease Exhibit A and Sale Contract Exhibit 3 was to determine if the inkjet printed paragraphs were present on the documents when they were signed or if the paragraphs were added after the signatures were executed.

34. I compared the morphology³ of the black inkjet text characters in the text paragraphs with the text in the signature blocks using a microscope and did not observe any differences in the physical characteristics to indicate that a different type of inkjet machine was used to print the paragraphs in Lease Exhibit A and Sale Contract Exhibit 3.

35. Based on my analysis using a Video Spectral Comparator (VSC) 5000, there were no differences in the optical characteristics of the inkjet ink used for the text paragraphs and the signature blocks in Lease Exhibit A and Sale Contract Exhibit 3.

36. There are three (3) signatures on each of the Residential Lease, Lease Exhibit A, and Sale Contract Exhibits 1 through 3 in the names of Harold C. Lewis (Landlord), Jill M. Lewis (Landlord), and David E. Taylor (Leasee). The Harold C. Lewis and David E. Taylor signatures were executed with black ballpoint inks exhibiting different infrared reflectance and infrared

³ Morphology includes observations of the shape, color/hue, edge characteristics of the text, and general physical appearance when observed via magnification.

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luminescence characteristics indicating two different black ballpoint pens were used for each of the respective signatures. The Jill M. Lewis signature was executed with a blue ballpoint ink.

37. I also determined from the VSC 5000 examination that the black inkjet ink that was used to print the documents is pigment-based meaning that the ink is water resistant (impervious) and relatively opaque. Pigment-based inkjet ink is an important feature when attempting to determine whether the writing ink was placed over the machine printed text or if the writing ink lies beneath the text because the impervious and opaque characteristics of the inkjet ink make it resistant to ‘mixing’ when a writing ink is placed over top or underneath.

38. I performed various optical examinations to determine whether the written entries were placed over top of the machine printing. I used a stereomicroscope with various magnifications between 30X and 250X; a digital microscope at 40X and 140 x magnification; and the VSC 5000. In part, this type of examination relies on using light at different angles to visualize whether the writing ink shows strong specular reflectance⁴ characteristics. That is, if the writing ink is over top of the machine printed text then the ink will reflect a beam of light differently than if the machine printed text is over top of the writing ink. I examined all of the points where the Harold C. Lewis, Jill F. Lewis, and David H. Taylor signatures intersected the machine printing, as well as any of the written dates, on each of the documents where there was an intersection. In all cases, I determined that the writing ink entries were executed over top of the machine printed text. A description of the intersecting points I examined and a summary of the results is included in **Table 1**.

⁴ Specular reflection refers to the mirror-like reflection of light from a surface. The light reflected by the surface is reproduced in mirror-like (*specular*) fashion.

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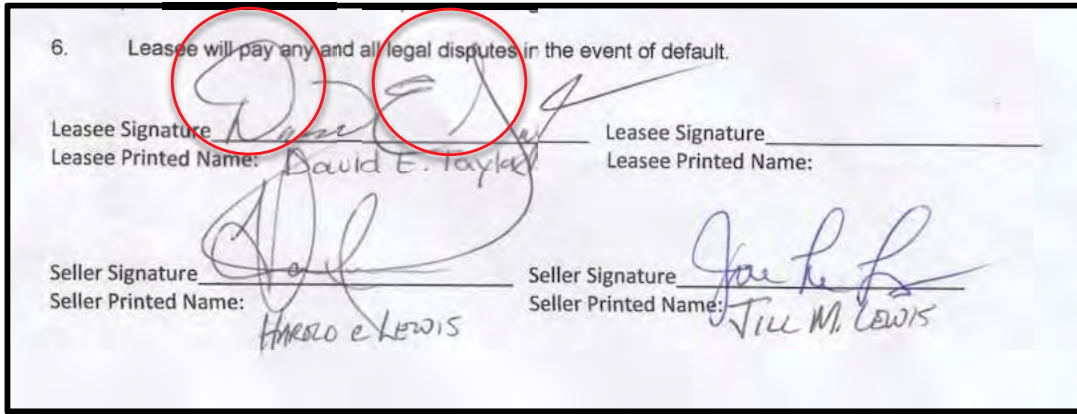
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Table 1: Summary of the Microscopic Examination of the Intersecting Points between the Machine Printed Text and the Writing Ink

Document Identifier	Description of Intersecting Point	Is the Writing Ink Over Top
Residential Lease – P.1	10/27/13 with underline	Yes
Residential Lease – P.4	Harold C. Lewis (Landlord) signature and 10/27/13 with underline	Yes
Residential Lease – P.4	Jill M. Lewis (Landlord) signature and 10/27/13 with underline	Yes
Residential Lease – P.4	David E. Taylor (Tenant) signature and 10/27/13 with underline	Yes
Residential Lease – P.4	Harold C. Lewis (Landlord) signature with check box	Yes
Residential Lease – P.4	David E. Taylor (Tenant) signature with text line	Yes
Lease Exhibit A	10/27/13 with underline	Yes
Lease Exhibit A	David E. Taylor (Leasee) signature with underline	Yes
Lease Exhibit A	Harold C. Lewis (Seller) signature with underline	Yes
Lease Exhibit A	Jill M. Lewis (Seller) signature with underline	Yes
Lease Exhibit A	David E. Taylor (Leasee) signature with text line 6	Yes
Sale Contract Exhibit 1	10/27/13 with underline	Yes
Sale Contract Exhibit 1	David E. Taylor (Buyer) signature with underline	Yes
Sale Contract Exhibit 1	Harold C. Lewis (Seller) signature with underline	Yes
Sale Contract Exhibit 1	Jill M. Lewis (Seller) signature with underline	Yes
Sale Contract Exhibit 2	10/27/13 with underline	Yes
Sale Contract Exhibit 2	David E. Taylor (Buyer) signature with underline	Yes
Sale Contract Exhibit 2	Harold C. Lewis (Seller) signature with underline	Yes
Sale Contract Exhibit 2	Jill M. Lewis (Seller) signature with underline	Yes
Sale Contract Exhibit 3	10/27/13 with underline	Yes
Sale Contract Exhibit 3	David E. Taylor (Buyer) signature with underline	Yes
Sale Contract Exhibit 3	Harold C. Lewis (Seller) signature with underline	Yes
Sale Contract Exhibit 3	Jill M. Lewis (Seller) signature with underline	Yes

39. With respect to Lease Exhibit A, the writing ink used for the David E. Taylor signature intersects portions of the text printing in paragraph 6, which is shown in **Figure 2**. The black ballpoint writing ink used for the David E. Taylor signature clearly lies over top of the inkjet printed text. Therefore, the signature was executed when paragraph 6 was present on Lease Exhibit A.

Figure 2: A cropped image of Lease Exhibit A showing the intersection of the David E. Taylor signature with the inkjet printed text in paragraph 6.



40. If portions of machine printed text on a document are added to a document then that document must be reinserted into the printing device and passed through a second time. Reinserting and repositioning a document into a printer to re-print may cause the newly added text line to be skewed and vertically or horizontally misaligned with respect to the previously printed text lines. Therefore, I performed an examination to determine if there was any evidence of vertical or horizontal misalignments between the signature blocks and the paragraphs on Lease Exhibit A and Sale Contract Exhibit 3. I used a grid from Adobe Photoshop CC 2018 and there was no evidence of skewed text or misalignments to indicate that either of these documents were reinserted, repositioned, and then reprinted after the signatures were executed.

41. The Lease Exhibit A and Sales Contract Exhibits 1 through 3 each contained a header at the top of each page and a signature block at the bottom (see **Figure 3**). Most notably, the signature blocks on Lease Exhibit A and Sales Contract Exhibit 3 immediately followed the paragraphs, while the signature blocks on Sales Contract Exhibits 1 and 2 were positioned at the very bottom of the page. It flows logically and reasonably that if the Lease Exhibit A and Sales Contract Exhibit 3 were originally created with blank space and no text paragraphs then the

signature blocks would have also been placed at the bottom of each page, consistent with Sales Contract Exhibits 1 and 2.

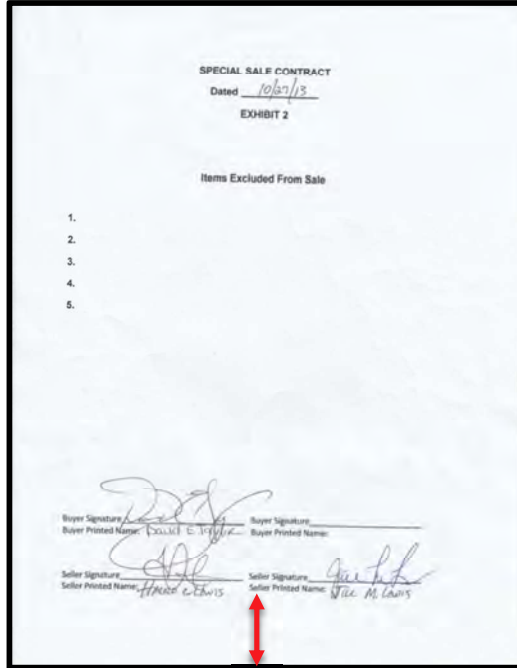
THIS SPACE HAS BEEN LEFT BLANK INTENTIONALLY

Figure 3: As shown below, if Lease Exhibit A and Sale Contract Exhibit 3 were originally created with blank space then it logically flows that the signature blocks would have been placed at the bottom of the page consistent with Sale Contract Exhibits 1 and 2.

Sale Contract Exhibit 1



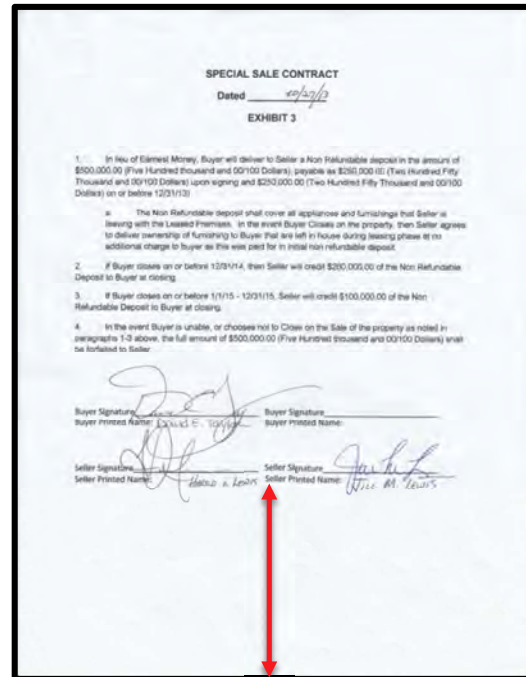
Sale Contract Exhibit 2



Lease Exhibit A



Sale Contract Exhibit 3



42. I was asked to determine if the “x” used in paragraph 21 of the Residential Lease following “CHECK ONE” and the “x” in the check boxes in paragraphs 4, 19, and 20 in the Executed Special Sale Contract were placed on the documents sometime after it was executed.

43. The “x” used in paragraph 21 of the Residential Lease was created with black inkjet ink meaning that it was not handwritten. Therefore, the “x” was inserted into the document electronically and was present when page 4 was printed and signed.

44. I then compared the “x” from the Residential Lease with the “x” used in the check boxes in paragraphs 4, 19, and 20 in the Executed Special Sale Contract. I also examined the Original Unsigned Special Sale Contract that contained an “x” in each of the check boxes when it was sent via email to Mr. Harold Lewis on October 26, 2013.

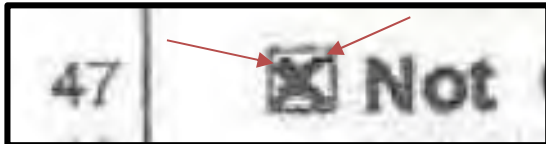
45. As can be seen in **Figure 4**, the electronic “x” used on page 4 of the Residential Lease is the same size and formation as the “x” used in paragraphs 4, 19, and 20 in the Executed Special Sale Contract. Moreover, all three “x” marks in the Executed Special Sale Contract are placed within the box consistently and have consistent formations. This indicates that the three “x” marks used in the executed Special Sale Contract are electronic, which would have been present at the time the signatures were executed. Therefore, there is no evidence to indicate that the “x” was added after the Executed Special Sale Contract was signed.

Figure 4

Microscopic image of the “x” from paragraph 21 of the Residential Lease



Cropped image of “x” from paragraph 4 of the Executed Special Sale Contract



Cropped image of “x” from paragraph 4 of the Original Unsigned Special Sale Contract



Cropped image of “x” from paragraph 19 of the Executed Special Sale Contract



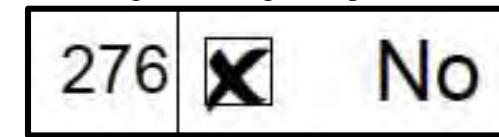
Cropped image of “x” from paragraph 19 of the Original Unsigned Special Sale Contract



Cropped image of “x” from paragraph 20 of the Executed Special Sale Contract



Cropped image of “x” from paragraph 20 of the Original Unsigned Special Sale Contract



46. I performed an indentation analysis to determine if there were any signature impressions that overlapped with the paragraphs on Lease Exhibit A and Sale Contract Exhibit 3. In some cases, it is possible to determine if the indented signature was placed over top of the inkjet printed text or if the inkjet printed text was placed over top of the indented signature. There were no significant impressions or indentations within the paragraph areas on Lease Exhibit A and Sale Contract Exhibit 3.

VII. OPINION

47. The following opinions are based on my professional experience, established scientific principles, and full consideration of the findings from the forensic examinations:

- a. **Lease Exhibit A**: There is overwhelming evidence that the signatures on Lease Exhibit A were executed after paragraphs 1 through 6 appeared on the document at the time of execution. The machine printed text on Lease Exhibit A was not added after the document was signed;
- b. **Sale Contract Exhibit 3**: There is no physical evidence to indicate that paragraphs 1 through 4 were added to Exhibit 3 after the written signatures were executed;
- c. **The “x” in Paragraph 21 of the Residential Lease**: The “x” was inserted into the document electronically and was present when page 4 was printed and signed.
- d. **The “x” in Paragraphs 4, 19, and 20 of the Executed Special Sale Contract**: It is highly probable that the three “x” marks used in the Executed Special Sale Contract were present when the document was printed. Moreover, there is no evidence to indicate that the “x” was added after the Executed Special Sale Contract was signed.

48. The analyses and conclusions presented herein are based on the evidence available at this time. I reserve the right to rely upon additional discovery that occurs after this report is submitted. To the extent additional information becomes available relevant to the opinions expressed in this report, I will update my opinions as appropriate.

49. All of my opinions expressed in the aforementioned paragraphs are based on widely accepted scientific principles and methodologies.

VIII. DEMONSTRATIVES

32. I reserve the right to rely on visual aids or demonstratives not present in this report to demonstrate my opinions at trial.

A handwritten signature in blue ink, appearing to read 'Gerald M. LaPorte', is written over a horizontal line. The signature is stylized and cursive.

Gerald M. LaPorte, B.Sc., B. Comm., M.S.F.S.
Forensic Chemist and Document Dating Specialist

ATTACHMENT 1

GERALD M. LAPORTE

Curriculum Vitae

Positions: **Forensic Chemist & Document Dating Specialist**
[Riley Welch LaPorte & Associates Forensic Laboratories](#)
Lansing, Michigan USA

United States Department of Justice and United States Secret Service (**RET**)

Education: University of Alabama at Birmingham (1994)
Birmingham, Alabama USA
Master of Science in Forensic Science (M.S.F.S.)

University of Windsor (1992)
Windsor, Ontario Canada
Bachelor of Commerce in Business Administration

University of Windsor (1990)
Windsor, Ontario Canada
Bachelor of Science in Biology (B.Sc.)

Professional

Experience: **Florida International University (FIU), Global Forensic and Justice Center
Director of Research Innovation (07/19 – Present)**
Duties: Oversee activities at the Global Forensic and Justice Center, which is an innovative resource for education, research, training and policy initiatives related to criminal justice, cyber and emerging forensic sciences.

**U.S. Department of Justice, National Institute of Justice (03/09 – 07/19)
Director, Office of Investigative and Forensic Sciences**
Duties: Provide expert analysis and advice on agency-wide programs or issues of national impact relating to forensic science; provide expert advice to top management officials; identify reasons for the nature and/or extent of program-related problems that arise and investigate area in need of improvement; write comprehensive resolution recommendations; formally present findings before large and diverse audiences, such as Federal, state, and local government representatives, special interest groups, the scientific community, and the media. Testify in Congress on behalf of the Department of Justice.

**United States Secret Service (04/01 – 03/09)
Chief Research Forensic Chemist (11/07-03/09); Senior Document Analyst
(06/05-11/07); Document Analyst (04/01-06/05)**

Duties: Serve as the technical liaison and research chemist for the United States Secret Service pertaining to issues related to the chemistry of documents and fingerprints; coordinating clandestine tagging programs; direct all research projects within the Forensic Services Division.

Laboratory Duties: perform physical and chemical examinations on a variety of documents to determine how they were produced, where they may have originated from, and if they are authentic. These types of documents include anonymous letters (e.g., threatening, kidnapping, and extortion), suspected counterfeit identifications and financial documents (e.g. travelers checks, credit cards), contracts, and other miscellaneous written materials. Chemical examinations are conducted using thin layer chromatography (TLC), gas chromatography/mass spectrometry (GC/MS), liquid chromatography-mass spectrometry (LC/MS), infrared spectroscopy (IR), scanning electron microscopy/energy dispersive x-ray analysis (SEM/EDXA); perform chemical tests on unknown (e.g. miscellaneous powders) and controlled substances; testify in court as an expert witness.

**Marymount University (08/08 – 01/09)
Adjunct Professor of Forensic Science**

Arlington, VA

Duties: Prepare and conduct lecture material in various areas of the forensic sciences and prepare all laboratory exercises and examinations for graduate students

United States Secret Service, Washington, DC (04/01 – 03/09)

**Virginia Division of Forensic Science, Richmond, VA (11/99 – 04/01)
Forensic Scientist**

Duties: analyze evidence for the presence or absence of controlled substances using a variety of chemical and instrumental tests; utilize sophisticated instrumentation such as gas chromatography/mass spectrometry and Fourier transform infrared spectroscopy; testify in court as an expert witness

**Anne Arundel County Police Department Crime Lab, Millersville, MD
(01/99 -11/99)**

Forensic Chemist

Duties: similar to the duties specified for Virginia Division of Forensic Science

**Government Scientific Source (GSS), Vienna, VA (09/98-01/99)
Technical Specialist**

Duties: serve as technical specialist in the sales of scientific and laboratory supplies and equipment.

Accu-Chem Laboratories, Richardson, TX (07/96 – 09/98)
Forensic and Clinical Toxicology Specialist

Duties: supervisor of toxicology department; sales and marketing of drug testing and occupational and environmental toxicology testing; serve as a liaison to physicians and personnel responsible for forensic urine drug testing; testify in court as an expert witness in the area of forensic urine drug testing

Jefferson County Coroner/Medical Examiner Office, Birmingham, AL (09/93 - 07/96)

Autopsy Assistant/Forensic Technician

Duties: identify, collect, preserve, and document any potential evidentiary material; eviscerate all human organs and document any relevant findings; perform histological examinations

University of Alabama at Birmingham, Birmingham, AL (01/94 – 07/96)
Guest Forensic Science Lecturer

Duties: lecture on areas related to forensic pathology and death investigation to undergraduate and graduate students

Honors/Professional Affiliations:

- American Academy of Forensic Sciences (AAFS)
- Mid-Atlantic Association of Forensic Scientists (MAAFS)
- American Society of Questioned Document Examiners (ASQDE)
- American Bar Association (ABA) – Criminal Justices Section
- Guest Reviewer for the Journal of Forensic Sciences
- Guest Reviewer for the Journal for the American Society of Questioned Document Examiners
- Contributing member and Technical Contact in the Scientific Working Group for Questioned Document Examiners (SWGDOC)
- Contributing member in the European Document Examiners Working Group (EDEWG) and the International Collaboration for Ink Dating (INCID)
- Recipient of the “2005 Forensic Scientist of the Year” by the Mid-Atlantic Association of Forensic Scientists
- Recipient of the United States Attorney’s Office Eastern District of Virginia “Law Enforcement Public Service Award”
- Recipient of the FBI Director’s Award of Excellence for Outstanding Scientific Advancement

Professional and Scientific Committees:

1. Co-Chair of the Standards, Practices, and Protocols Inter-Agency Working Group – **Executive Office of the President of the United States**/Office of Science and Technology Policy/National Science and Technology Council/Committee on Science/Subcommittee on Forensic Sciences
2. Participating member in the Expert Working Group for Human Factors in Latent Print Analysis
3. Participating member in the Expert Working Group for AFIS Interoperability
4. Participating member in the Expert Working Group for the Preservation of Biological Evidence
5. Commissioner on the National Commission on Forensic Science
6. Co-chair of the Forensic Document Examination Subcommittee on the National Institute of Standards and Technology (NIST) Organization of Scientific Area Committees (OSAC)
7. Co-Editor for the Journal for the American Society of Questioned Document Examiners

INSTRUCTIONAL COURSES CONDUCTED

1. **Workshop Instructor.** “How Chemical Examinations of Inks and Paper Can Corroborate and Supplement Forensic Document Examinations.” Presented at the Southwestern Association of Forensic Document Examiners (SWAFDE) Annual Meeting, Denver, CO. October 11, 2019.
2. **Workshop Instructor.** “How Chemical Examinations of Inks and Paper Can Corroborate and Supplement Forensic Document Examinations.” Presented at the Mid-Atlantic Association of Forensic Scientists Annual Meeting, Morgantown, WV. May 8, 2019.
3. **Workshop Instructor.** “Color and Light Theory: Applications for the Forensic Examination of Documents.” Presented at the Southwestern Association of Forensic Document Examiners (SWAFDE) Annual Meeting, Las Vegas, NV. April 26, 2014.
4. **Workshop Instructor.** “Questioned Document Examination and Enhancement of Evidence and Interpretation of Evidence Using Various Light and Filter Technique.” Presented at the American Academy of Forensic Sciences (AAFS) Annual Meeting, Seattle, WA. February 18, 2014.
5. **Workshop Instructor.** “Inkjet Technology and Forensic Examinations.” Presented at the Annual Meeting for the American Society of Questioned Document Examiners (ASQDE). Dearborn, MI, August 2009.
6. **Workshop Instructor.** “Inkjet Technology and Forensic Examinations” at the Annual Meeting for the Southern Association of Forensic Document Examiners (SAFDE). Peach Tree City, GA, April 8, 2009.
7. **Workshop Instructor.** “Inkjet Technology and Forensic Examinations” at the Skill-Task Training Assessment & Research (ST2AR) Fall Workshop. Las Vegas, NV, October 22-23, 2008.
8. **Workshop Instructor.** “Applications of Light and Color Theory in Forensic Document Examinations” at the American Academy of Forensic Sciences (AAFS) Annual Meeting, Washington, DC. February 18, 2008.

9. **Workshop Instructor.** “Methods Used for Authenticating Questioned Documents” at the Mid-Western Association of Forensic Scientists (MAFS) Annual Meeting, Traverse City, MI. September 25, 2007.
10. **Workshop Instructor.** “Methods Used for Authenticating Questioned Documents” at the American Society of Questioned Document Examiners (ASQDE) Annual Meeting, Boulder, CO August 13-14, 2007.
11. **Instructor for the Midwest Forensic Resource Center (MFRC) – Recorded Training.** Questioned Documents and the Crime Scene, Ames, IA, July 18, 2007.
12. **Instructor at the Federal Bureau of Investigation (FBI) Academy - Forensic Document Examiner Training Seminar, Quantico, VA.** “An Analytical Approach to Forensic Document Examination.” April 17, 2007.
13. **Instructor at the George Washington University, Washington, DC.** “An Analytical Approach to Forensic Document Examination.” February 28, 2007.
14. **Instructor at Marymount University, Arlington, VA.** An Analytical Approach to Forensic Document Examination.” November 14, 2006.
15. **Workshop Instructor.** “Authenticating Documents.” Presented at the American Board of Forensic Document Examiners (ABFDE). Las Vegas, NV, November 6-7, 2006.
16. **Instructor at the George Washington University, Washington, DC.** “An Analytical Approach to Forensic Document Examination.” October 18, 2006.
17. **Workshop Instructor.** “The Forensic Examination of Documents Produced with Office Machine Systems Utilizing Inkjet Technology.” The International Association for Identification (IAI) 91st International Education Conference, Boston, MA, July 3, 2006.
18. **Workshop Instructor.** “Security Features in Documents.” Mid-Atlantic Association of Forensic Scientists Annual Meeting, May 3, 2006.
19. **Instructor at the Federal Bureau of Investigation (FBI) Academy - Forensic Document Examiner Training Seminar, Quantico, VA.** “The Forensic Examination of Inks.” April 5, 2006.
20. **International Instructor in Doha, Qatar.** “The Examination of Counterfeit Documents.” March 27-28, 2006.
21. **Instructor at Marshall University, Huntington, WV.** “Forensic Science at the United States Secret Service.” March 15, 2006.
22. **Instructor at Indiana University-Purdue University at Indianapolis.** “Forensic Science at the United States Secret Service.” December 12, 2005.
23. **Workshop Instructor.** “The Forensic Examination of Printing Processes.” American Board of Forensic Document Examiners (ABFDE). Las Vegas, NV, November 7-8, 2005.
24. **Instructor at the George Washington University, Washington, DC.** “The Forensic Examination of Printers and Copiers.” December 1, 2004.
25. **Instructor at the University of Windsor, Windsor, Ontario Canada.** “Questioned Document Examinations.” November 10, 2004.
26. **Instructor at the University of Windsor, Windsor, Ontario Canada.** “Forensic Science at the United States Secret Service.” November 9, 2004.
27. **Instructor at the University of Windsor, Windsor, Ontario Canada.** “Forensic Drug Chemistry and Toxicology.” November 8, 2004.
28. **Instructor at George Washington University.** “The Forensic Examinations of Inks and Paper.” George Washington University, October 27, 2004.

29. **Workshop Instructor.** “The Forensic Examination of Documents Produced By Office Machine Systems Utilizing Inkjet Technology.” Northeastern Association of Forensic Sciences, September 30, 2004.
30. **Instructor at Federal Law Enforcement Training Center.** “The Forensic Examination of Printers and Copiers” and “The Forensic Analysis of Inks and Paper.” Brunswick, GA. June 21, 2004.
31. **Guest Speaker at the Federal Bureau of Investigation Laboratory.** “Forensic Chemistry and Questioned Document Examinations.” Quantico, VA. May 5, 2004.
32. **Instructor at Forest Park High School.** “Applications of Forensic Chemistry.” Woodbridge, VA. May 18, 2004.
33. **Workshop Instructor.** “The Forensic Examination of Documents Produced By Office Machine Systems Utilizing Inkjet Technology.” Mid-Atlantic Association of Forensic Sciences, April 20, 2004.
34. **Instructor at George Washington University.** “The Forensic Examination of Printers and Copiers.” George Washington University, November 20, 2003.
35. **Instructor at George Washington University.** “Ink and Paper Chemistry.” George Washington University, October 30, 2003.
36. **Instructor at Marshall University.** “Ink and Paper Chemistry” and “Counterfeit Identification Examinations.” Huntington, WV. September 23, 2003.
37. **International Instructor. International Law Enforcement Academy (ILEA).** “Ink and Paper Chemistry” and Counterfeit Document Examinations.” Pretoria, South Africa. May 19-20, 2003.
38. **Instructor at Federal Law Enforcement Training Center.** “Printing Processes” and “Physical and Chemical Analysis of Inks and Paper.” Brunswick, GA. June 22, 2003.
39. **International Instructor. International Law Enforcement Academy (ILEA).** “Ink and Paper Chemistry” and Counterfeit Document Examinations.” Pretoria, South Africa. May 19-20, 2003
40. **International Instructor. International Criminal Investigative Training Program (ICITAP),** U.S. Department of Justice, “Counterfeit Document Examinations” and “Ink and Paper Chemistry.” Sophia, Bulgaria. January 16-17, 2003.

PROFESSIONAL PUBLICATIONS

1. National Best Practices for Sexual Assault Kits: A Multidisciplinary Approach, August 2018: <https://www.ncjrs.gov/pdffiles1/nij/250384.pdf>.
2. Faraco, C. and **LaPorte, G.** National Institute of Justice Investing in Innovation for the Identification, Collection, and Analysis of Sexual Assault Evidence. Forensic Science Review; Volume 30 (2); July 2018: 113-117.
3. Chase, R and **LaPorte, G.** The Next Generation of Crime Tools and Challenges: 3D Printing. NIJ Journal No. 279, September 2017: <https://www.nij.gov/journals/279/Pages/next-generation-of-crime-tools-and-challenges-3d-printing.aspx>.
4. Weiss, D. and **LaPorte, G.** Uncertainty Ahead: A Shift in How Federal Experts Can Testify. NIJ Journal No. 279, September 2017: <https://www.nij.gov/journals/279/Pages/a-shift-in-how-federal-scientific-experts-can-testify.aspx>.

5. Wagstaff, I. and LaPorte, G. The Importance of Diversity and Inclusion in the Forensic Sciences. NIJ Journal No. 279, September 2017:
<https://www.nij.gov/journals/279/Pages/importance-of-diversity-and-inclusion-in-forensic-sciences.aspx>.
6. **LaPorte, G.** Wrongful Convictions and DNA Exonerations: Understanding the Role of Forensic Science. NIJ Journal No. 279, September 2017:
<https://nij.gov/journals/279/Pages/wrongful-convictions-and-dna-exonerations.aspx>.
7. Waltke, H., **LaPorte, G.**, Weiss, D., Schwarting, D., Nguyen, M. and Scott, F. Sexual Assault Cases: Exploring the Importance of Non-DNA Forensic Evidence. NIJ Journal No. 279, September 2017: <https://nij.gov/journals/279/Pages/non-dna-evidence-in-sexual-assault-cases.aspx>.
8. Dutton, G. **LaPorte G.**, Wagstaff, I. and Spivak, Cultivating the Next Generation of Forensic Scientists Through Science, Technology. Engineering and Mathematics (STEM). Journal of Forensic Research 2017,8:4; DOI: 10.4172/2157-7145.10000384.
<https://www.omicsonline.org/open-access/cultivating-the-next-generation-of-forensic-scientists-through-sciencetechnology-engineering-and-mathematics-stem-2157-7145-1000384.pdf>
9. Gresham, K., **LaPorte, G.**, Montgomery, B. and Weiss, D. Using Innovative Technology to Investigate Targeted Mass Violence: What the Future Holds (May 2017)
<http://www.policechiefmagazine.org/using-innovative-technology/#sthash.bPcOad34.dpuf>.
10. Jones, N., & **LaPorte, G.** (Eds.) (2017). *2017 National Institute of Justice Forensic Science Research and Development Symposium*. (RTI Press Publication No. CP-0004-1705). Research Triangle Park, NC: RTI Press.
DOI: [10.3768/rtipress.2017.cp.0004.1705](https://doi.org/10.3768/rtipress.2017.cp.0004.1705).
11. **LaPorte, GM.** (2015) Chemical analysis for the scientific examination of questioned documents, in *Forensic Chemistry: Fundamentals and Applications* (ed J. A. Siegel), John Wiley & Sons, Ltd, Chichester, UK. doi: 10.1002/9781118897768.ch8.
12. Technical Working Group on Biological Evidence. *Biological Evidence Preservation: Considerations for Policy Makers* (April 2015)
(<http://nvlpubs.nist.gov/nistpubs/ir/2015/NIST.IR.8048.pdf>).
13. Technical Working Group on Biological Evidence Preservation. *The Biological Evidence Preservation Handbook: Best Practice for Evidence Handlers*. April 2013
(<http://www.crime-scene-investigator.net/BiologicalEvidencePreservationHandbook.pdf>)
14. Expert Working Group on Human Factors in Latent Print Analysis. *Latent Print Examination and Human Factors: Improving the Practice through a Systems Approach*. U.S. Department of Commerce, National Institute of Standards and Technology. February, 2012 (<http://nij.gov/pubs-sum/latent-print-human-factors.htm>).
15. Houlgrave, S., **LaPorte, G.**, & Stephens, J. The Classification of Inkjet Inks Using AccuTOF™ DART™ (Direct Analysis in Real Time) Mass Spectrometry - A Preliminary Study. Accepted for Publication in the Journal of forensic Science on February 25, 2012.
16. **LaPorte, G.** & Stephens, J. *Analysis Techniques Used for the Forensic Examination of Writing and Printing Inks* in *The Forensic Chemistry Handbook*, John Wiley & Sons, 2012.

17. Houlgrave, S., **LaPorte, G.**, & Stephens, J. The Use of Filtered Light for the Evaluation of Writing Inks Analyzed Using Thin Layer Chromatography. *Journal of Forensic Sciences*, Volume 56 (3), May 2011.
18. **LaPorte, G.**, Stephens, J, and Beuchel, A. The Examination of Commercial Printing Defects to Assess Common Origin, Batch Variation, and Error Rate. *Journal of Forensic Sciences*, Volume 55 (1), January 2009.
19. Bicknell, D & **LaPorte, G.** *Documents, Forgeries and Counterfeit*” in The Wiley Encyclopedia of Forensic Sciences. John Wiley & Sons, 2009.
20. Arredondo, M., **LaPorte, G.**, Wilson, J., McConnell, T., Shaffer, D., & Stam, M. Analytical Methods Used for the Discrimination of Substances Suspected to be Bar Soap: A Preliminary Study. *Journal of Forensic Sciences*, Volume 51 (6), November 2006.
21. **LaPorte, G.**, Arredondo, M., McConnell, T., Stephens, J., Cantu, A., & Shaffer, D. An Evaluation of Matching Unknown Writing Inks with the United States International Ink Library. *Journal of Forensic Sciences*, Volume 51 (3), May 2006.
22. **LaPorte, G.** Modern Approaches to the Forensic Analysis of Inkjet Printing – Physical and Chemical Examinations. *Journal of the American Society of Questioned Document Examiners*, Volume 7, Number 1, June 2004.
23. **LaPorte, G.** The Use of an Electrostatic Detection Device to Identify Individual and Class Characteristics on Documents Produced by Printers and Copiers – A Preliminary Study. *Journal of Forensic Sciences*, Volume 49 (3), May 2004.
24. **LaPorte, G.**, Wilson, J, & Cantu, A. The Identification of 2-Phenoxyethanol in Ballpoint Inks Using Gas Chromatography/Mass Spectrometry. *Journal of Forensic Sciences*, Volume 49 (1), January 2004.
25. Wilson, J, **LaPorte, G.**, & Cantu, A. Differentiation of Black Gel Inks Using Optical and Chemical Techniques. *Journal of Forensic Sciences*, Volume 49 (2), March 2004.
26. **LaPorte, G.** Published Book Review, “Advances in the Forensic Analysis and Dating of Writing Ink.” *Journal of Forensic Identification* Volume 53(6), 2003\735.
27. **LaPorte, G.**, Wilson, J, Mancke, S. Amanda, Payne, J, Ramotowski, R, & Fortunato, S. The Forensic Analysis of Thermal Transfer Printers, *Journal of Forensic Sciences*, Volume 48 (5), September 2003.
28. **LaPorte, G** & Ramotowski, R. The Effects of Latent Print Processing on Questioned Documents Produced by Office Machine Systems Utilizing Inkjet Technology and Toner, *Journal of Forensic Sciences*, Volume 48 (3), May, 2003.
29. Lovett Doust, J & **LaPorte, G** (1991). Population Sex Ratios, Population Mixtures and Fecundity in a Clonal Dioecious Macrophyte, *Vallisneria Americana*. *Journal of Ecology*. 79: 477-489.

PROFESSIONAL PRESENTATIONS

1. **LaPorte, G.M.**, B. Johnson, and L.S. Schaeffer. “NIJ’s NamUs and FBI Laboratory Collaboration: Using Next Generation Identification to Solve Unidentified Persons Cases.” *American Academy of Forensic Sciences, 2018 Annual Scientific Meeting*, February 19-24, 2018, Seattle, WA. Program, p. 176, <https://www.aafs.org/wp-content/uploads/2018FINALPROGRAM.pdf>.

2. **LaPorte, G.** Strengthening Forensic Science: The Changing Landscape. Midwestern Association of Forensic Scientists Fall Meeting, Mackinac Island, Michigan, September 24, 2015.
3. **LaPorte, G.** Strengthening the Science in Forensic Science: An Update on Research and Development. Presented for the American Bar Association: 5th Annual Prescription for Criminal Justice Forensics, Fordham University, New York, New York, June 6, 2014.
4. **LaPorte, G.** The Forensic Examination of Non-Original Documents and Images: Is it Reliable to Make Conclusions About the Printing Process and the Type of Ink Used to Create the Original Document? Presented at the American Academy of Forensic Sciences Annual Meeting, Washington, DC, February 21, 2013.
5. **LaPorte, G.** The Challenges of Translating Forensic Science Research into Practice. Presented at the American Academy of Forensic Sciences Annual Meeting, Washington, DC, February 21, 2013.
6. **LaPorte, G.** Forensic Science: A Discussion on the Importance of Research and Practical Applications in High Profile Cases. Presented at Penn State University, State College, PA, October 25, 2012.
7. **LaPorte, G.** A Validated Approach to Ink Dating Using Solvent Analysis. Presented at the American Society of Questioned Document Examiners (ASQDE) Annual Meeting, Charleston, South Carolina, August 21, 2012.
8. **LaPorte, G.** and Stephens, J. The Importance of Validating and Verifying a Standardized Method: Envelope Examinations and the Anthrax Investigation. Presented at the NIJ/FBI Impression and Pattern Evidence Symposium, Clearwater, FL. August 7, 2012.
9. Taylor, M., Roberts, M, and **LaPorte, G.** Expert working Group on Human Factors in Latent Print Analysis. Presented at the 7th International Symposium on Fingerprints at the International Criminal Police Organization (INTERPOL), Lyon, France, April 25, 2012.
10. Taylor, M., Roberts, M, and **LaPorte, G.** Expert working Group on Human Factors in Latent Print Analysis. Presented at the Chesapeake Bay Division for the International Association of Identification. Cambridge, MD, March 28, 2012.
11. **LaPorte, G.** and Singer, K. Artificial Aging of Documents. Presented at the American Academy of Forensic Sciences Annual Meeting, Atlanta, GA, February 23, 2012.
12. **LaPorte, G.** Trace Evidence Moving Forward. Presented as part of a plenary panel at the 2011 Trace Evidence Symposium: Science, Significance, and Impact. Kansas City, MO, August 9, 2011.
13. **LaPorte, G.** The National Academy of Sciences Report: 2 Years Later. Presented at the Chesapeake Bay Division for the International Association of Identification. Cambridge, MD, March 21, 2011.
14. **LaPorte, G.** Forensic Science: The Importance of Research for Practical Casework. Presented as a Keynote Speech at the 1st Annual World Congress of Forensic Science. Dalian, China, October 21, 2010.
15. **LaPorte, G.** The Importance of Validating and Verifying a Standardized Method: Envelope Examinations and the Anthrax Investigation. Presented at the Mid-Atlantic Association of Forensic Scientists Annual Meeting. Hunt Valley, MD, May 8, 2009.
16. **LaPorte, G.** Questioned Documents and Homicide Investigations. Presented at the Annual Meeting for the Virginia Homicide Investigators Association. Norfolk, VA, October 6, 2008.

17. **LaPorte, G.** Questioned Documents and the Sub-Disciplines. Presented at the Symposium on Special Topics in Questioned Document Analysis. Ankeny, IA, September 30, 2008.
18. **LaPorte, G.** An Overview of the Forensic Examinations on Documents Produced Using Inkjet and Thermal Printing Devices and the Increasing Need for Security. 31st Annual Global Inkjet Printing Conference, Budapest, Hungary, March 12, 2008.
19. **LaPorte, G.**, Beuchel, A, and Stepehns, J. The Examination of Commercial Printing Defects to Assess Common Origin and Batch Variation. Presented at the American Academy of Forensic Sciences Annual Meeting, Washington, DC, February 22, 2008.
20. **LaPorte, G.** Exonerations and Incarcerations: The Key Role of the Forensic Sciences – Questioned Documents. Presented at the American Academy of Forensic Sciences Annual Meeting, Washington, DC, February 19, 2008.
21. **LaPorte, G.**, Holifield, A, and Stephens, J. The Black Money Scam. Presented at the Mid-Atlantic Association of Forensic Scientists Annual Meeting, Washington, DC, May 24, 2007.
22. Schwartz, R. and **LaPorte, G.** The Effects of Common Environmental Variables on the Infrared Luminescence Properties of Writing Inks. Presented at the Mid-Atlantic Association of Forensic Scientists Annual Meeting, Washington, DC, May 25, 2007.
23. Holifield, A and **LaPorte, G.** Artificially Aged Documents. Presented at the Mid-Atlantic Association of Forensic Scientists Annual Meeting, Washington, DC, May 25, 2007.
24. Voiles, R., Stephens, J., and **LaPorte, G.** The Forensic Examination of Documents Using Print Quality Analysis Software. Presented at the Mid-Atlantic Association of Forensic Scientists Annual Meeting, Washington, DC, May 25, 2007.
25. **LaPorte, G.** Forensic Applications of Chromatography at the United States Secret Service. Presented for the Minnesota Chromatography Forum. Minneapolis, MN, March 27, 2007.
26. **LaPorte, G.** The Necessity of Security Printing for the Forensic Scientist. Presented at the 30th Annual Global Inkjet and Thermal Conference. Prague, Czech Republic, March 2, 2007.
27. **LaPorte, G.**, Stoker, D., Thomas, Y, Stephens, J, and Shaffer, D. The Analysis of 2-Phenoxyethanol for the Dating of Documents. Presented at the 59th Annual Meeting of the American Academy of Forensic Sciences, San Antonio, TX, February 22, 2007.
28. Shaffer, D., Stephens, J. **LaPorte, G.** A Comparison of the Physical and Chemical Characterization of Conventional Toners vs. Chemically Prepared Toners. Presented at the 59th Annual Meeting of the American Academy of Forensic Sciences, San Antonio, TX, February 23, 2007.
29. Nelis, E., LaPorte, G., and Thomas, Y. The Use of Electrospray Ionization – Mass Spectrometry for the Identification of Controlled Substances. Presented at the 59th Annual Meeting of the American Academy of Forensic Sciences, San Antonio, TX, February 23, 2007.
30. **LaPorte, G.** The Forensic Examination of Documents Produced on Office Machine Systems Utilizing Inkjet Technology. Presented at the California Association of Criminalistics Fall Workshop Meeting, October 12, 2006.
31. **LaPorte, G.** The Physical and Chemical Examinations of Documents Produced Using Inkjet Technology. Presented at the 4th Meeting of the European Document Experts Working Group, The Hague, Netherlands, September 28, 2006.

32. Schuler, R., Treado, P.J., Gardner, C., **LaPorte, G.**, Stephens, J. Chemical Imaging for Questioned Document Examination. Presented at the 4th Meeting of the European Document Experts Working Group, The Hague, Netherlands, September 29, 2006.
33. **LaPorte, G.** The Forensic Examination of Documents Produced Using Inkjet Technology. Presented at the Imaging Materials Seminar: Inkjet Ink, Rochester, NY, May 2, 2006.
34. Layman, M. and **LaPorte, G.** Questioned Documents and the Crime Scene. Presented at the 58th Annual Meeting of the American Academy of Forensic Sciences, Seattle, WA, February 23, 2006.
35. Shaffer, D, Stephens, J., and **LaPorte, G.** The Characterization of Envelopes for Questioned Document Examinations. Presented at the 58th Annual Meeting of the American Academy of Forensic Sciences, Seattle, WA, February 23, 2006.
36. Stephens, J. and **LaPorte, G.** The Use of Hyperspectral Contrast Imaging for the Examination of Writing Inks. Presented at the 58th Annual Meeting of the American Academy of Forensic Sciences, Seattle, WA, February 23, 2006.
37. **LaPorte, G.** and Layman, M. The Use of Supplementary Testing in Forensic Document Examinations. Presented at the Annual Meeting for the American Society of Questioned Document Examiners, Montreal, Quebec, August 15, 2005.
38. **LaPorte, G.**, Arredondo, M, McConnell, Cantu, A. The Static Method of Dating Writing Inks – A Preliminary Assessment of the United States International Ink Library. Presented at the Mid-Atlantic Association of Forensic Scientists Annual Meeting, Pittsburgh, PA, May 19, 2005.
39. **LaPorte, G.** The Forensic Examination of Documents Produced Using Inkjet and Thermal Technology. Presented at the 28th Global Inkjet and Thermal Printing Conference, Barcelona, Spain, March 16, 2005.
40. **LaPorte, G.** The Examination of Inkjet Printed Documents – What’s on the Frontier? Presented at the 57th Annual Meeting of the American Academy of Forensic Sciences, New Orleans, LA, February 24, 2005.
41. Shaffer, D. and **LaPorte, G.** Applications of Scanning Electron Microscopy/Energy Dispersive X-Ray Analysis at the United States Secret Service. Scanning: The Journal of Scanning Microscopies, Volume 26(2), March/April, 2004.
42. Arredondo, M and **LaPorte, G.** The Forensic Examination of Paper. Presented at the Mid-Atlantic Association of Forensic Scientists Annual Meeting, Wilmington, DE, April 23, 2004.
43. **LaPorte, G.** The Forensic Examination of Documents and Counterfeit Identifications Related to Terrorism and Financial Crimes. International Conference on Asian Organized Crime and Terrorism. Honolulu, HI, April 10-16, 2004.
44. Cochran, J., Glisson, F., and **LaPorte, G.** Characterization of Inks by Solid Phase Microextraction – Gas Chromatography/Time-of-Flight Mass Spectrometry. Pittconn 2004, Chicago, IL.
45. **LaPorte, G.** Analyzing Bar Soaps by Utilizing a Variety of Optical and Chemical Techniques. Presented at the 56th Annual Meeting of the American Academy of Forensic Sciences, Dallas, TX, February 20, 2004.
46. **LaPorte, G.** The Analysis of Volatile Organic Compounds in Ballpoint Inks Using Gas Chromatography/Mass Spectrometry. Presented at the 56th Annual Meeting of the American Academy of Forensic Sciences, Dallas, TX, February 19, 2004.

47. **LaPorte, G.** Inkjet Technology: The Need for Security and Forensic Traceability. Presented at the 11th Annual European Inkjet Printing Conference, Lisbon, Portugal, November 10, 2003.
48. **LaPorte, G.** Cold Cases in Forensic Science. Presented to the Virginia Homicide Investigators Association (VHIA). October 6, 2003.
49. **LaPorte, G.** The Use of an Electrostatic Detection Device (EDD) to Identify Class Characteristics on Documents Produced by Printers and Copiers. Presented at the American Society of Questioned Document Examiners Annual Meeting. August, 2003.
50. **Wilson, J & LaPorte, G.** The Differentiation of Gel Inks using Various Optical and Chemical Techniques. Presented at the Mid-Atlantic Association of Forensic Scientists Annual Meeting, Annapolis, MD, May 8, 2003.
51. **LaPorte, G.** The Analysis of 2-Phenoxyethanol in Ballpoint Inks Using Gas Chromatography/Mass Spectrometry. Presented at the Mid-Atlantic Association of Forensic Scientists Annual Meeting, Annapolis, MD, May 8, 2003.
52. **LaPorte, G.** The Forensic Examination of Thermal Transfer Printing. Presented for Information Management Institute: The 14th Annual Thermal Printing Conference, Scottsdale, AZ, April 28-30, 2003.
53. **LaPorte, G.** The Use of an Electrostatic Detection Device (EDD) to Identify Class Characteristics on Documents Produced by Printers and Copiers. Presented at the American Academy of Forensic Sciences Annual Meeting, Chicago, IL, February, 2003.
54. **LaPorte, G.** The Forensic Examination of Office Machine Systems Utilizing Inkjet and Toner Technology. Presented for Information Management Institute: The 10th Annual European Ink Jet Printing Conference, Lisbon, Portugal, October 28-30, 2002.
55. **Payne, J & LaPorte, G.** The Forensic Examination of Thermal Transfer Printers. Presented at the Mid-Atlantic Association of Forensic Scientists, Frederick Maryland, April 25, 2002.
56. **LaPorte, G & Ramotowski, R.** The Effects of Latent Print Processing on Questioned Documents Produced by Office Machine Systems Utilizing Inkjet Technology and Toner. Presented at the Mid-Atlantic Association of Forensic Scientists, Frederick Maryland, April 25, 2002.
57. **LaPorte, GM & Davis, G.G.** (1995). A Retrospective Study of the Incidence of Drugs in Decomposed Remains in Jefferson County, Alabama. Presented as an oral presentation at the American Academy of Forensic Sciences Annual Meeting, Seattle, WA.
58. **Gruszecki, A, Davis, GG, LaPorte, GM & Robinson, CA** (1995). The Incidence of Corresponding Presence of Cocaine and Cocaethylene in Both Hair and Routine Postmortem Biological Samples. Presented as a poster at the American Academy of Forensic Sciences Annual Meeting, Seattle, WA.

COURT AND DEPOSITION TESTIMONY

I have testified approximately 35-40 times in the Commonwealth of Virginia and the States of Texas and Maryland on issues related to forensic urine drug testing, forensic chemistry, and controlled substance analysis.

I have provided testimony over 60 times in matters related to forensic document examinations in State, Federal, and International courts as follows:

1. Tax Court of Canada vs L.D.G. 2000 Incorporated
Montreal, Quebec Canada April 9, 2002
2. *USA v William Bartmann*
United States District Court – Northern District of Oklahoma October 17, 2003
3. *USA v Clayton Lee Waagner*
United States District Court – Eastern District of Pennsylvania December 2, 2003
4. Matter of Singh, Atvar (A76-676-494)
U.S. Department of Homeland Security –
Immigration and Customs Enforcement July 16, 2004
5. *USA vs Paul Ihle, Jr.*
United States District Court – Northern Indiana September 9, 2004
6. *State v Matthew C. Owens,*
Case # 2NO-SO3-821 CR
Nome, Alaska January 27, 2005
7. *USA v Sylvester Richards Gayekpar*
United States District Court – District of Minnesota October 12, 2005
8. *State v Matthew Owens, Case # 2NO-SO3-821 CR*
Kotzebue, Alaska November 2, 2005
9. *USA v Robert Sterling Miller*
United States District Court -Western District of Texas
Austin, Texas, Case#A-05-CR-247 SS April 26, 2006
10. *USA v Hector R. Lugo-Rios*
United States District Court,
Judicial District of Puerto Rico
San Juan, Puerto Rico, Case#05-354 (JAF) May 24, 2006
11. *USA v Nancy Harlow*
Northern District of Texas
Dallas, TX Case#3:06-CR-011-D July 18, 2006
12. *USA v Hector R. Lugo-Rios et al*
United States District Court
Judicial District of Puerto Rico
San Juan, Puerto Rico, Case#05-354 (JAF) August 25, 2006
13. *State of New Jersey v Alfred Smith*
Superior Court of New Jersey, County of Burlington
Mt. Holly, NJ, Case#05-1988 August 31, 2006
14. *USA v Cleveland Kilgore*
U.S. District Court For the District of Maryland
Baltimore, MD, Case#RDB-06-0115 September 21, 2006
15. *USA v Isidore Nouthong et al*
U.S. District Court For the Eastern District of Virginia
Alexandria, VA, Case#:1:06cr305 October 26, 2006
16. *USA v Isidore Nouthong et al*
U.S. District Court For the Eastern District of Virginia
Alexandria, VA, Case#:1:06cr305 February 7, 2007
17. *USA v Clyde Cook*
U.S. District Court For the Eastern District of Tennessee
Memphis, TN April 10, 2007

18. *USA v Jermain Betea*
Eastern District of Virginia
Alexandria, VA, Case#1:06cr305
May 3, 2007
19. *USA v Crist Dauberman*
Eastern District of Virginia
Richmond, VA, Case#3:07CR040
May 8, 2007
20. *USA v Jose Padilla et al* –
U.S. District Court For the Southern District of Florida
Miami, FL, Case#04-60001-CR-Cooke
July 12, 2007
21. *Commonwealth of Kentucky v Quincy Omar Cross*
Hickman Circuit
Clinton, KY, Case#08-CR-00001
April 2, 2008
22. *Blau v. Schaefer, MD (Docket MID-L-3015-05)*
New Jersey (**Deposition**)
July 25, 2008
23. *People of the State of NY v Stacey Castor*
County of Onondaga
Syracuse, NY, DR#05-359834/07-402152
January 21, 2009
24. *International Arbitration. Bank Julius Baer Co. Ltd v
Waxfield Ltd Llc Bbcfd Sa G 04-6668-Cv 424 F.3d 278,*
New York, NY.
June 11, 2009
25. *USA v Mark A. O’Hair, Et al*
Northern District of Florida
Pensacola, FL, Case #3:08cr75/LAC
July 28, 2009
26. *Giorgio v. Gibbens, M.D., et al*
File No. 2392/S
New Jersey (**Deposition**)
August 26, 2009
27. *International Center for Settlement of Disputes (ICSID);
Libananco Holdings Co. Limited v. Republic of Turkey*
ICSID Case No. ARB/06/8
World Bank- Washington, DC
November 3, 2009
28. *Lake Forest Homeowner’s Association v. Orlando Lake Forest
Joint Venture, et al*
Seminole County
Case No. 07-CA-1867-16-L (**Deposition**)
March 19, 2010
29. *Lake Forest Master Community Association v. Orlando Lake
Forest Joint Venture, Orlando Lake Forest Inc., NTS Mortgage*
Case No. 07-CA-1867-L
Seminole County, FL
March 25, 2010
30. *Yakov Shlimovich, Derivatively on Behalf of
Righttime Enterpirse, Inc. v. Mikhail Cheban*
The Superior Court of the State of California,
County of Los Angeles – Central District,
Case Number BC 408095 (**Deposition**)
February 28, 2011
31. *USA v Raogo Ouedraogo*
U.S. Western District of Michigan
Case No. 1:08-CR-68
Grand Rapids, MI
March 10, 2011

32. *Yakov Shlimovich v. Mikhail Cheban, et al*
Case No. BC408095
Superior Court of the State of California
Los Angeles, CA
March 25, 2011
33. *USA v. Rami Saba*
U.S. Western District of Michigan
Case No. 1:08-CR-68
Grand Rapids, MI
May 20, 2011
34. *Susana Garcia Badaracco v. Ricardo Garcia Badaracco, Hermes Investment C. Inc., Atrukay, Inc.,*
Circuit Court of the 20th Judicial Circuit in and for
Lee County, Florida (**Deposition**)
September 23, 2011
35. *Pactool International, Ltd v. Kett Tool Company, Inc.,*
United States District Court for the
Western District of Washington at Tacoma,
Civil Action No. 3:06-cv-05367-BHS (**Deposition**)
October 14, 2011
36. *Todd Basilone v. Ryan Basilone*
Superior Court for the State of Alaska
Third Judicial District at Anchorage
Case Number: 3AN-08-10257 CI
April 30, 2012
37. *Underhill v. APG Security-RI, LLC, The Asset Protection Group, LLC, and Dennis M. Kelly*
Superior Court of Rhode Island
Case Number: C.A. No. PB 10-6489
September 18, 2012
38. *Paul D. Ceglia v. Mark Elliot Zuckerberg, Individually, and Facebook, Inc,*
United States District Court Western District of New York,
Civil Action No. : 1:10-cv-00569-RJA (**Deposition**)
July 26, 2012
39. *Cott Beverages, INC v. Americann CO-Pack, Inc. and Automated Process and Packaging, LLC.*
Fourth Judicial District Court
Civil No.: 100402774
September 24, 2012
40. *Shanna K. Bever et al v. Estate of James R. Freudenberg,*
In The Circuit Court of Clay County, Missouri,
Case No. 11CY-CV10505 (**Deposition**)
October 26, 2012
41. *Aequitas Solutions, Inc. v. Larry Anderson, Gary P. Lloyd, and C Innovation, Inc.*
In the Court of Chancery of the State of Delaware
Case No. 7249-ML
November 27, 2012
42. *Shanna K. Bever et al v. Estate of James R. Freudenberg,*
In The Circuit Court of Clay County, Missouri,
Case No. 11CY-CV10505
November 28, 2012
43. *Gerald Morawski v. Lightstorm Entertainment, Inc., James Cameron*
United States District Court for the Central District of California
Civil Action No. CV-11-10294 MMM (**Deposition**)
December 20, 2012

44. *In the Matter of Certain Opaque Polymers*
United States International Trade Commission, Washington, DC
Investigation No. 337-TA-883 (**Deposition**) April 22, 2014
45. *Compania General Financiera Y Desarrollo, S.A.*
v. La Banque Nationale de Paris
In the Circuit Court of the 11th Judicial District, Miami, FL
Case No.: 11-17213 CA 30 (**Deposition**) June 2, 2014
46. *LPG Warehouses, Ltd., Russell Grigsby and Peniel Investments*
v. Storrie Street Investments, Ltd. and Michael Hogan
In the 26th District Court of Williamson County, TX
Cause No.: 10-1284-C26 June 13, 2014
47. *Al Maya Trading Establishment v. Global Export Marketing*
Co. Ltd (Deposition)
In the Southern District of New York
Case No. 14-cv-0275 July 18, 2014
48. *Korff v. Corbett, et al (Deposition)*
Supreme Court of the State of New York
Index No. 601425/03 July 25, 2014
49. *Fawzy amer Deghedy v. Viztek, Inc.*
United States District Court for the Southern District of Iowa
Case No. 3:12-cv-00048-CRW-TJS September 16, 2014
50. *Method Of Processing Ethanol Byproducts and*
Related Subsystems ('858) Patent Litigation (Deposition)
United States District Court For the Southern District Of Indiana
Case 1:10-ml-2181-LJM-DML December 11, 2014
51. *Lela M. Kratz et al v. Sheri Meeks et al*
Iowa District Court – Linn County
Case No. EQCV 79541 January 15, 2015
52. *Compania General Financiera Y Desarrollo v.*
La Banque National De Paris
Circuit Court of the 11th Judicial Circuit
Miami-Dade County, Florida
Case No. 11-17213 CA 30 January 28, 2015
53. *Debra Wear v. Todd S. Hewell, III, M.D.*
and Todd S. Hewell, III, M.D., F.A.C.S. LTD (Deposition)
Circuit Court of Cook County, Illinois
Case No. 10 L 002261 “E” June 2, 2015
54. *In Re: Method Of Processing Ethanol Byproducts*
And Related Subsystems ('858) Patent Litigation
Southern District of Indiana - Indianapolis Division
Master Case No.: 1:10-ml-02181-LJM-DML October 6, 2015
55. *WCA Logistics, LLC. v. Cyndi Carpenter, NKA*
Cyndi Dibert
In The Municipal Court of Champaign County, Ohio
Civil Division
Case No.: 15 CV F227 January 22, 2016

56. *Frank Beatty v. Oak Grove Technologies, LLC, et al*
In The Circuit Court of Fairfax County, Virginia
Case No: CL-2015-6923
March 14, 2016
57. *Phosint Limited, Cyprus v. National Bank Trust, Pjsc, Russia*
The International Commercial Arbitration Court at
the Chamber of Commerce and Industry of the
Russian Federation
Arbitration Case No. 159/2015
September 6, 2016
58. *Nite Glow Industries Inc., I Did it, Inc. and
Marni Markell Hurwitz vs. Central Garden &
Pet Company & Four Paws, d/b/a Four Paws Products, Ltd.*
United States District Court, District of New Jersey
Case No.: 2:12-cv-04047-KSH-CLW (**Deposition**)
October 11, 2016
59. *Lincoln Studios, LLC, et al. v. DLA, et al.;*
P6 LA MF Holdings, LLC vs. NMS Capital Partners I, LLC
And Related Cross-Actions
Superior Court of the State of California
County of Los Angeles, Central District
Case No.: BC551551 (Related Case BC 550227)
October 14/18, 2016
60. *William Baker, Sr., Individually, and as an Heir of the Estate
of Frederick Tyrone Baker, and Candice Renae Bryan as
of Frederick Tyrone Baker, Deceased vs. Timothy Eichenlaub
Individually, Las Vegas Pain Institute and Medical Center, LLC
dba Comprehensive Urgent Care; Las Vegas Pain Institute, LLC*
District Court, Clark County, NV
Case No.: A-15-714369-C (**Deposition**)
November 18, 2016
61. *Girish Dahyabhai Patel v.
Yashwant Dahyabhai Patel*
In the High Court of Justice
Chancery Division Probate
Case No.: HC-2015-002485
London, England
November 24, 2016
62. International Center for Settlement of Disputes (ICSID)
Tethyan Copper Company Pty Limited (Claimant)
v. The Islamic Republic of Pakistan (Respondent)
Case No. Arb/12/1
Paris, France
February 22, 2017
63. *Bruce Jacobs v. Bank of America*
United States District Court
Southern District of Florida
Case No. 15-24585-CV-UNGARO (**Deposition**)
October 12, 2017
64. *McClain/Plum v. David J. Gehring, M.D., et al*
New Jersey Superior Court,
Glouster County
Docket No.: GLO-L-414-15
Conventus No.: 101755-1 (**Deposition**)
November 9, 2017

65. *USA v. Kaleil Isaza Tuzman and Omar Amanat*
United States District Court
Southern District of New York
November 20, 2017
66. *Mt. Charleston Investments, LLC v. Huerta, et al*
District Court, Clark County, NV
A-15-715918-B
Las Vegas, NV
November 21, 2017
67. *Estate of Frederick Tyrone Baker et al. v. Timothy Eichenlaub et al.*
District Court, Clark County, NV
A-15-714369
Las Vegas, NV
January 12, 2018
68. International Center for Settlement of Disputes (ICSID)
BSG Resources Limited, BSG Resources (Guinea) and BSG Resources (Guinea) SARL v. Republic of Guinea
Case No. Arb/14/22
Paris, France
March 26-27, 2018
69. *Ida Mae Lee, LLC v. Icor, Ltd. et al.*
Docket No.: 2017 CAR 004289
Superior Court of the District of Columbia Civil Division
Washington, DC
(Hearing; Plaintiff Stipulated to Expert Findings)
July 3, 2018
70. *Chen Jinhui v. Wong Kam San; Huang Yuexia; Line Power Ltd; Trencei Development Ltd; Hawkins Development Ltd; Superfine Group Ltd.*
In the High Court of the Hong Kong
Special Administrative Region
Court of First instance
Action No. 1524 of 2012
January 23-24, 2019
71. *United States of America v. Rao Desu*
United States District Court, District of New Jersey
Criminal No. 18-CR.613 (BRM)
Trenton, New Jersey
October 16, 2019

ATTACHMENT 2

RESIDENTIAL LEASE

(Intended for use with houses and for use with condominiums, villas or similar lifestyle properties)

DATE: 10/27/13

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1. **PARTIES AND PROPERTY.**

Joshua Media Ministries International and David E. Taylor

Tenant, agrees to lease from the undersigned Landlord the following real property located in the
County of St. Louis Missouri, known as and described as follows:
15400 Timpape, Chesterfield, MO 63043

2. **TERMS** Tenant agrees to pay a total of \$ 169,000.00 to Landlord for the rental period
of 26 Months beginning November 1, 2013 and ending on January 1, 2016.
Tenant covenants and agrees to pay a monthly rental fee of \$ 6,500.00 in advance on the
1st day of each month during the term of this lease. The first month's rent shall be paid on
Oct 25, 2013. If Tenant takes possession of the property in advance of the term, all conditions of this
lease shall prevail and rent shall be paid pro rata to the beginning of the month. In the event the Landlord receives
the rental payment on or before the due date each month, a \$ N/A discount shall be applied
to the monthly payment.

3. **ADDITIONAL RENT** All monthly rent payments shall be paid on or before the due date without a
grace period and if not received by Landlord when due, then in addition to other remedies which are
contained herein or as may be provided by law, Tenant agrees to pay additional rent of \$ 100.00 per
day for each day such rent or partial rent is overdue as liquidated damages, actual damages being impossible to
ascertain. An insufficient check shall incur the same additional rent until such time as the check is made good. All
rental payments shall be paid to Court Harold Lewis DBA and
delivered to: 5 Lakeview Drive, Lake St. Louis, MO 63043 63367 or to
such other place as the Landlord may, from time to time, direct.

4. **SECURITY DEPOSIT** The security deposit of \$ 6,500.00 payable upon execution of this lease, shall
be held by Landlord (Landlord if none other specified), without interest to Tenant for
the term of this lease, in part, as a guarantee of the performance by the Tenant of the agreements contained herein.
Landlord is hereby authorized to expend from this deposit, such sums necessary to clean the premises and correct
or repair damage done by the Tenant or Tenant's guests or invitees. Within thirty (30) days after the termination of
the tenancy or recovery of possession by Landlord (whichever is later), Landlord shall either return to the Tenant
the full security deposit or furnish a written itemized list and cost or estimated cost of any such damages or reasons
for which the security deposit or any portion thereof is being withheld along with the balance of the security deposit,
if any. In the event the security deposit is not sufficient to correct or repair the damage or restore the loss due to
Tenant's non performance, then Tenant agrees to pay such additional amount upon notification of the dollar amount.
The security deposit is not to be construed by the Tenant as a payment of any installment of rent due under the terms
of this lease. The security deposit refund may be in one check, jointly payable to all Tenants and such refund check
and itemization of deduction may be mailed to one Tenant only.

NOTE: IN NO EVENT SHALL SECURITY DEPOSIT BE USED BY TENANT AS ANY PART OF RENT.
Missouri Landlord and Tenant Act Chapter 441 and 535 RsMo states that a tenant may not apply or deduct
any portion of the security deposit in payment of rent.

5. **RETURNED CHECK** There shall immediately accrue a charge of \$ 25.00 as additional rent, for each event
of any check delivered to the Landlord, which upon presentation to the designated depository thereon, is dishonored
for reason of insufficient funds, account closed, payment stopped or otherwise. At any time after such
an occurrence, Landlord may require all subsequent amounts payable under this lease to be paid by Tenant in the
form of cash, cashiers check or money order.

- 51 6. **USE OF PROPERTY** Tenant agrees that the property shall be occupied by no more than _____ person(s), as a
52 residence for Tenant and Tenant's immediate family or other such persons identified on Tenant's application or
53 otherwise identified herein, and shall not be used for any other purpose whatsoever, however, Tenant shall be
54 permitted to entertain guests for limited periods of time, not to exceed two weeks. Tenant shall comply with all
55 applicable laws regulating the use of the property. Failure to comply will cause a default of this agreement.
56
- 57 7. **GOVERNMENTAL INSPECTIONS AND OCCUPANCY PERMIT** Before possession and if required by any
58 applicable governmental authority, Landlord shall comply with occupancy code requirements. Tenant shall obtain an
59 occupancy permit.
60
- 61 8. **POSSESSION** Landlord will permit Tenant to quietly and peaceably hold, occupy and enjoy said property during
62 the term hereof without interference by the Landlord provided that Tenant observes and performs all of the
63 agreements contained herein. Landlord's liability for failure to deliver possession on the specified
64 date shall be limited to the abatement of rent due from Tenant until possession is delivered.
65
- 66 9. **ILLEGAL DRUG WARNING** Illegal drug trafficking, manufacturing or use is a violation of law and this lease,
67 subjecting Tenant to all applicable penalties. In the event Tenant or any member of Tenant's family or any of
68 Tenant's guests, invitees, agents or employees uses or is involved in the use, distribution or manufacture of illegal
69 drugs while on Landlord's property, it shall be just cause for the termination of this lease and the eviction of the
70 Tenant. Tenant warrants to Landlord that Tenant or any other resident of the property has never been convicted of
71 crimes related to methamphetamine.
72
- 73 10. **ACCESS BY LANDLORD** Tenant shall assume all responsibility for the terms and conditions of this lease at the
74 time of occupancy but no later than the first day of the term hereof. Landlord shall be entitled and shall have the
75 right, at all reasonable times, to inspect said property for any damage or destruction or to determine whether or not
76 Tenant is performing and observing all of the agreements contained herein, and for the purpose of making any necessary
77 repairs. For a period of 60 days prior to the expiration or termination of this lease, Landlord shall have the right of
78 access to the property at all reasonable times for the purpose of showing to prospective tenants, buyers, appraisers,
79 lenders and inspectors. Landlord shall not be liable to Tenant or any member of Tenant's family or any of Tenant's
80 guests, invitees, agents or employees for any loss, injury or damage to them or their personal property from any
81 cause whatsoever, except Landlord's gross and willful negligence.
82
- 83 11. **RESPONSIBILITIES OF LANDLORD** In addition to other responsibilities set forth elsewhere in this lease,
84 Landlord shall be responsible for the cost to maintain the residence in good and habitable condition including costs
85 associated with reasonable wear and tear of the tenant, except as provided for damages caused by Tenant's neglect
86 and except as provided for in section 14. Landlord has disclosed to Tenant, in writing, any facts known to Landlord
87 as regards to any prior use of the property as a lab, production or storage site of methamphetamine or was the
88 residence of a person convicted of crimes related to methamphetamine.
89
- 90 12. **LIABILITY AND INDEMNITY** Landlord shall not be liable to Tenant, Tenant's guests or other occupants or
91 persons on the premises for personal injury, property damage or other losses to such persons or their property caused
92 by theft, burglary, assault, other crimes, fire, water, ice, wind, rain, smoke, or any other cause. Furthermore, Tenant
93 agrees to indemnify and hold Landlord free and harmless from any and all liability for injury to or death of any person, or
94 for damage of property arising from the use and occupancy of the premises by Tenant or from the act or omission of any
95 person or persons, including Tenant in or about the leased premises with the express or implied consent of Tenant. Landlord
96 requires Tenant to obtain personal household contents and personal liability insurance. (See section 14.) Landlord shall have
97 no duty to furnish smoke detectors, except as required by law, however, if furnished, Tenant is responsible for keeping
98 them operational by furnishing batteries. (See section 14.)
99
- 100 13. **MULTIPLE TENANTS:** Each Tenant is jointly and individually liable for all obligations and sums due under this
101 lease agreement. A lease violation by one Tenant is a violation by all Tenants. Notice by Landlord to any adult
102 Tenant is notice to all Tenants.
103
- 104 14. **RESPONSIBILITIES OF TENANT:** In addition to other responsibilities set forth in the lease, Tenant shall:
105 • Pay all utilities when due including, if applicable, electric, gas, water, and trash removal. Tenant shall make
106 arrangements for such services prior to occupancy and shall maintain such services (and, when necessary, provide heat
107 for the building) throughout the term of the lease.
108 • Obtain personal liability insurance and, if desired, personal household contents insurance.
109 • Inspect smoke alarms monthly, if applicable, and replace batteries when needed.
110 • Change furnace filter regularly (at least every three months) if residence has a forced air system.

- 111 • Keep air conditioner compressor clean and free of debris, leaves, grass clippings, etc.
- 112 • Keep garbage, trash, waste and debris in proper containers and dispose of same at least weekly.
- 113 • Comply with subdivision/condominium rules and regulations, a copy of which, if applicable, is attached.

114 Except where the following exterior maintenance items are provided for by the subdivision/condominium, Tenant shall also:

- 117 1. Keep sidewalks and driveways free from snow, ice and anything that may present a danger to Tenant or others.
- 118 2. Keep grass cut, watered and trimmed and reasonably free of leaves and debris.
- 119 3. Provide the necessary and proper care for shrubs and trees.
- 120 4. Maintain gutters and downspouts so as to be clean and operable.

121 It is further understood, acknowledged and agreed that Tenant shall:

- 122 • Be responsible for the cost of repair of glass, screens and doors if damaged by accident or neglect of Tenant or anyone else.
- 123 • Be responsible for the cost of pest/insect control, except for wood destroying insects/pests, first reported to landlord 30 days or later after possession.
- 124 • Be responsible for the cost of repairs to bath, tub/shower enclosures, tile, walls and floors if grout or caulk is not intact and properly sealed so as to prevent water penetration behind such seals when such condition was not reported, in writing, to Landlord before damage occurred.
- 125 • Be responsible for the cost of repairs to garbage disposal (if any), bathtub, toilets or drains, if caused by rags, excessive grease, glass, metal, plastic, etc. or any accident or neglect of Tenant or anyone else.
- 126 • Be responsible for any other cost incurred by Landlord (repairs or otherwise) resulting from accident or negligence of Tenant or Tenant's invitees or guests.
- 127 • Be responsible to immediately notify Landlord, in writing, of any repairs needed that, if left unattended, would result in damage to the residence.

136 In addition, it is understood, acknowledged and agreed that Tenant:

- 137 • Shall keep no pets on the property without the express written consent of Landlord.
- 138 • Shall not paint, or install or remove wallpaper, or otherwise alter the residence in any manner without the written consent of Landlord.
- 139 • Shall not alter, replace or add door or window locks and shall return all keys to Landlord upon termination of this lease. Landlord agrees to change locks upon request of Tenant and receipt of payment for the applicable locksmith or other contractor service fee.
- 140 • Shall not park or allow guests to park anywhere on the property except in regular spaces provided for such vehicle parking.
- 141 • Shall not park or store any recreational vehicle, trailer or commercial vehicle on the property without the written consent of Landlord
- 142 • Shall not store flammable or hazardous materials, except nominal amounts of gasoline, which is to be stored in proper containers.
- 143 • Shall refrain from activities of any kind that would interfere with any neighbors peaceful enjoyment of the property they occupy.
- 144 • Shall not assign this lease or sublease or rent any portion of the property to anyone else.
- 145 • Shall keep Landlord informed at all times of Tenant's current phone numbers (residence, work and cell).
- 146 • Shall, upon vacating, remove all personal property belonging to Tenant and shall thoroughly clean the property and shall pay Landlord's cost of professional carpet cleaning to be done after vacating.
- 147 • Shall pay all attorneys fees and court costs in the event legal proceedings are instituted by Landlord for non-payment of rent or late charges or any other breach of this lease by Tenant, including eviction cost.

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15. **HOLDOVER.** If Tenant holds over and fails to vacate on or before the agreed upon move-out date (end of lease term, or any renewal or extension period, or the move-out date agreed to by the parties), Tenant shall be liable to pay double rent for the holdover period and shall indemnify Landlord and/or prospective tenants or buyers for damages (i.e., lost rent or profits of sale, lodging expenses and attorney's fees).

16. **DESTRUCTION OF PROPERTY.** In the event the property is rendered partially uninhabitable by fire or other casualty, rent shall be reduced proportionally until such time as property is habitable. Landlord shall proceed immediately to render the property habitable and if repairs are not completed within 30 days after the date of the damage or loss, then Tenant shall have the option of terminating this lease immediately thereafter by giving Landlord written notice of termination. If the property is totally destroyed or rendered uninhabitable by reason of fire or other casualty, the lease shall immediately terminate.

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17. **CONDEMNATION.** In the event of condemnation under governmental right of eminent domain or otherwise or in the event of a sale of the property under threat of such condemnation, Landlord may terminate this lease but not without written notice to Tenant not less than sixty (60) days in advance of the rent due date.

18. **DEFAULT BY TENANT.** In the event of a default by Tenant of any rent payment or in the performance of or compliance with any agreements contained herein, Landlord shall, without demand, be entitled to possession of the property. Tenant shall, upon written demand by Landlord, quit and surrender said property to Landlord. Tenant's obligation to pay rent for the full term shall not be terminated, provided however, that Tenant shall be entitled to credit for any rent thereafter collected by the Landlord for re-renting said property during any part of the balance of the term hereof, less any expenses in connection therewith. The remedies provided for in this paragraph shall be in addition to the other remedies provided for herein or as provided by law.

Failure by Landlord to enforce or demand performance of any obligation of Tenant, or to seek remedy for breach thereof shall not waive or excuse defaults of other obligations nor further defaults of the same obligation.

19. **ABANDONMENT.** If Tenant is absent from the premises for five (5) consecutive days following notice of default of this lease, or if Tenant leaves personal property at the premises after the termination of the lease, all personal property found in or on the premises may be deemed by Landlord to be abandoned. Landlord may peaceably enter, remove and dispose of such personal property as Landlord sees fit without any liability or duty to account for such personal property to Tenant. Cost of removal of personal property shall be paid by Tenant.

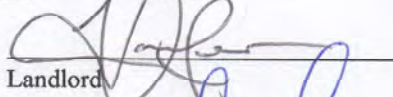
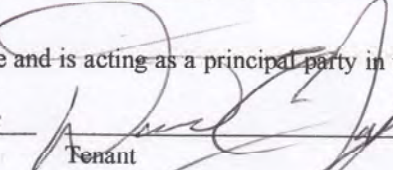
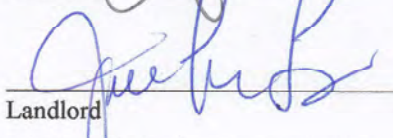
20. **INSPECTION OF PROPERTY** Tenant acknowledges having inspected said property prior to the execution of this lease and finds the same to be in good, safe, and clean condition and repair except as may be otherwise noted. Tenant further agrees to keep said property in as good and clean condition and repair as when so inspected and when first occupied, and will keep said property free from any debris, trash and filth, and will not do anything to create a danger of fire or cause an increase in insurance rates or to cause a cancellation of insurance. Upon the expiration of this lease or its termination, Tenant will surrender possession of the leased property (including any Landlord owned personal property) in as good, clean and safe condition and repair as on the date of this lease except for reasonable wear and tear. Tenant agrees that no representation as to condition has been made and that no promise to decorate, alter, repair or improve the property has been made except what has been set forth herein. Before executing this agreement, Tenant should contact law enforcement officials for information pertaining to whether registered sex offenders or other convicted criminals reside in the area. If Tenant is not satisfied with such information, Tenant should not lease this property.

21. **CHECK ONE** This lease agreement is part of a Lease/Purchase agreement, Sale Contract is attached.
 This lease agreement is for lease only, attach Form #2161 for Relationship Disclosure and Form #2119 for Lead Based Paint Disclosure.

22. **SPECIAL AGREEMENTS:**

See Exhibit A attached hereto and incorporated herein by reference

Landlord Tenant is a real estate licensee and is acting as a principal party in this contract.

 10/27/13  10/27/13
Landlord Date Tenant Date
 10/27/13 _____
Landlord Date Tenant Date

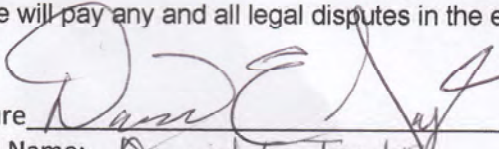
ATTACHMENT 3

**RESIDENTIAL LEASE WITH
PURCHASE OPTION**

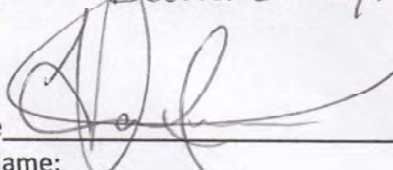
Dated 10/27/13

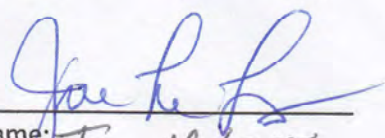
EXHIBIT A

1. Leasee will pay monthly payments of \$6,500 per month to Harold and Jill Lewis.
2. Leasee is 100% responsible for all up keep on the residence both interior and the exterior of the property and to maintain the property in as good or better condition as when occupancy was delivered by byer.
3. Leasee is responsible to put all utilities and services in his name and responsible for all bills due to service the house. This includes and not limited to electric, gas, water, plant service, pool service, lawn and landscaping service, alarm service, \$30 per quarter for lighting Timpaige Drive payable to Rick Kolaz, throughout the term of the lease.
4. Leasee is 100% responsible for all up keep and any repairs throughout the term of the lease Leasee, will purchase a policy for coverage of any repairs to any appliances throughout the 2 year period.
5. Leasee cannot make any structural changes to the home both internally or externally without written permission from the Landlord prior to closing.
6. Leasee will pay any and all legal disputes in the event of default.

Leasee Signature 
Leasee Printed Name: David E. Taylor

Leasee Signature _____
Leasee Printed Name: _____

Seller Signature 
Seller Printed Name: HAROLD E. LEWIS

Seller Signature 
Seller Printed Name: JILL M. LEWIS

ATTACHMENT 4

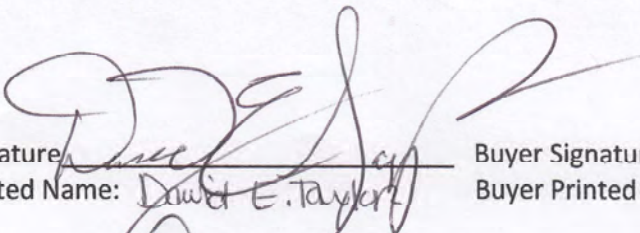
SPECIAL SALE CONTRACT

Dated 10/27/13

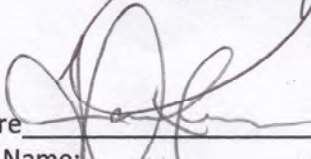
EXHIBIT 1

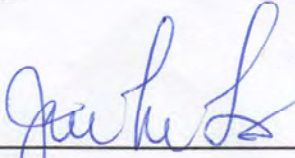
Items Included In Sale

- 1.
- 2.
- 3.
- 4.
- 5.

Buyer Signature 
Buyer Printed Name: David E. Taylor

Buyer Signature _____
Buyer Printed Name: _____

Seller Signature 
Seller Printed Name: HAROLD C. LEWIS

Seller Signature 
Seller Printed Name: JILL M. LEWIS

ATTACHMENT 5

SPECIAL SALE CONTRACT

Dated 10/27/13

EXHIBIT 2

Items Excluded From Sale

- 1.
- 2.
- 3.
- 4.
- 5.

Buyer Signature [Signature] Buyer Signature _____
Buyer Printed Name: David E. Taylor Buyer Printed Name: _____

Seller Signature [Signature] Seller Signature [Signature]
Seller Printed Name: Harold Lewis Seller Printed Name: Harold M. Lewis

ATTACHMENT 6

SPECIAL SALE CONTRACT

Dated 10/27/13

EXHIBIT 3

1. In lieu of Earnest Money, Buyer will deliver to Seller a Non Refundable deposit in the amount of \$500,000.00 (Five Hundred thousand and 00/100 Dollars), payable as \$250,000.00 (Two Hundred Fifty Thousand and 00/100 Dollars) upon signing and \$250,000.00 (Two Hundred Fifty Thousand and 00/100 Dollars) on or before 12/31/13)

a. The Non Refundable deposit shall cover all appliances and furnishings that Seller is leaving with the Leased Premises. In the event Buyer Closes on the property, then Seller agrees to deliver ownership of furnishing to Buyer that are left in house during leasing phase at no additional charge to buyer as this was paid for in initial non refundable deposit.

2. If Buyer closes on or before 12/31/14, then Seller will credit \$200,000.00 of the Non Refundable Deposit to Buyer at closing.

3. If Buyer closes on or before 1/1/15 - 12/31/15, Seller will credit \$100,000.00 of the Non Refundable Deposit to Buyer at closing.

4. In the event Buyer is unable, or chooses not to Close on the Sale of the property as noted in paragraphs 1-3 above, the full amount of \$500,000.00 (Five Hundred thousand and 00/100 Dollars) shall be forfeited to Seller.

Buyer Signature [Signature]
Buyer Printed Name: David E. Taylor

Buyer Signature _____
Buyer Printed Name: _____

Seller Signature [Signature]
Seller Printed Name: THOMAS C LEWIS

Seller Signature [Signature]
Seller Printed Name: THOMAS M. LEWIS

ATTACHMENT 7

This document has legal consequences.
If you do not understand it, consult your attorney.

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and members of the Bar Association of Metropolitan St. Louis.

Form # 2043 01/13

SPECIAL SALE CONTRACT

DATE: 10/27/13

Note: This form does not have many clauses protecting Buyers included in the Residential Sale Contract, Form #2090. It should normally be used only for the sale of property without provision for building, termite, environmental, gas, municipal, insurability, and other inspections. Regardless of whether Seller's Disclosure Form is to be provided, Seller is still obligated to comply with Federal and State laws which require disclosure of certain defects, hazardous conditions and adverse material facts.

1. PARTIES AND PROPERTY.

Joshua Media Ministries International and David E. Taylor Buyer(s), agrees to purchase from the undersigned Seller, the following real property located in the municipality of Chesterfield (if incorporated), County of St. Louis Missouri (legal description on Seller's title to govern) being all the real property Seller owns at said address: 15400 Timpaga, Chesterfield, MO 63043 ~~63043~~ 63043 ~~10/30/13~~ 10/30/13 **D.E.T.**

2. INCLUSIONS AND EXCLUSIONS.

The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear) including:
(Note: To avoid misunderstanding, the parties are urged to list as "included" or "excluded" any items which may be subject to any questions).

In addition, the following items are included: See Exhibit 1 attached hereto and incorporated herein

The following items are excluded: See Exhibit 2 attached hereto and incorporated herein

3. PURCHASE PRICE.

\$ 2,000,000.00 is the total purchase/sale price to be paid as follows:
\$ _____ earnest money received for delivery to/deposit by _____, escrow agent. Selling broker to be escrow agent if none specified above.
\$ _____ additional earnest money to be delivered to escrow agent within _____ days after the "Acceptance Deadline" date or _____

The balance, including adjustments set forth in Paragraphs 4 or 7, less, if applicable, any amount of Seller financing or of Seller's loan being assumed as stipulated in this contract, is to be paid at closing, by cashier's check, wire transfer or any form acceptable to closing agent.

4. METHOD OF FINANCING.

Conventional, FHA or VA Financing. Buyer agrees to do all things necessary, including, but not limited to the execution of a loan application and other instruments, the payment to the lender of the credit report, appraisal and any other required fees, and to otherwise cooperate fully in order to obtain the financing described below. If Buyer does not deliver written notice, provided by Buyer's lender, to Seller or listing Broker, of Buyer's inability to obtain a loan approval on the terms described below on or before _____

(the "Loan Contingency Date") then this condition shall be deemed waived and Buyer's performance under this contract shall thereafter not be conditioned upon Buyer's obtaining financing. If lender will not give Buyer such written notice then Buyer may directly notify Seller or listing broker (on or before the Loan Contingency Date) by providing a notarized affidavit that Buyer has complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such written notice from lender. If Buyer has complied with the terms of this paragraph and has timely provided written notice to Seller or listing broker of Buyer's inability to obtain the loan approval, then this contract shall be terminated with earnest money to be returned to Buyer, subject to paragraph 12.

Loan Terms: _____

Note: If Loan Contingency Date passes without written notice as outlined above, Buyer remains obligated under this contract. Therefore, Buyer should be certain that he will have the funds to close. If Buyer's performance under this contract is to be independently conditioned upon the property appraising at a specified value, then Buyer should complete and attach to this contract an appropriate appraisal rider.

- Assumption by Buyer of Existing Note and Deed of Trust. (See rider #2105) or Seller to Take Back Note and Deed of Trust. (See rider #2097)
- Not Contingent Upon Financing. This contract is not contingent upon financing, however, Buyer reserves the right to finance any portion of the purchase price.

5. CLOSING AND POSSESSION

The "Closing" is the exchange of the Seller's deed for the total purchase/sale price. The Closing of this sale shall take place on January 31, 2016, or any other date that both parties agree in writing. Buyer will close at US Title, the title company which provides title insurance. Regardless of who closes for Buyer, Seller may close at the title company of Seller's choice. Note: If the seller does not close at the same title company as the buyer, or the seller's choice of title company does not have a common underwriter with the buyer's title company, then the seller will be required to sign a Notice of Closing or Settlement Risk acknowledging that their settlement funds are not protected by the title insurance underwriter. Title will pass when the sale is closed. Possession of the property and keys to be delivered to Buyer no later than 5:00pm (time) of October 31, 2013 (Per Lease Option) (date) but in no event prior to Closing as defined above. All parties agree to sign closing documents at a time that facilitates this possession. (Note: If possession is to be delivered on a day other than Closing, as defined above, parties should complete the appropriate rider.) Deed as directed by Buyer. Except for tenants lawfully in possession, seller warrants that the property will be vacant at time of possession and delivered to Buyer in its same condition (together with any improvements or repairs required by this contract), ordinary wear and tear excepted, as it was on the date of this contract. Buyer and Seller authorize title company and/or closing agent to release to broker(s) signed copies of the closing statements.

6. TITLE AND SURVEY.

Seller shall transfer title to Buyer by general warranty deed (or fiduciary deed, where applicable), subject to the following: a) zoning regulations; b) leases and occupancy of tenants existing on the date contract is executed by Buyer and disclosed to Buyer in writing before execution of contract by Buyer; c) general taxes payable in the current year and thereafter; d) any lien or encumbrance created by or assumed by Buyer in writing or any easement accepted by Buyer in writing; e) subdivision, use and other restrictions, rights of way and utility easements, all of record, which do not adversely affect the use of the property as it exists for residential purposes at the time of the contract.

Check box (whether "Seller to Order, Provide and Purchase Title" or "Buyer to Order and Purchase Title").

- Seller To Order, Provide and Purchase Title.

Not later than _____ days (5 if none stated) after the "Acceptance Deadline" date, Seller will order a commitment for title insurance to be provided to the Buyer for both an Owner's policy of title insurance and for a Lender's policy of title insurance (if required by lender) in the latest ALTA form including mechanics lien coverage from the title company selected in paragraph 5. Seller and Buyer authorize and direct the title company to furnish this commitment to the selling and listing Broker. Seller shall pay for the title insurance (including title premium and title service charges), at closing, at a cost not to exceed _____. Buyer to pay title cost exceeding this amount.

- Buyer to Order and Purchase Title.

Buyer may, at Buyer's option and expense, order a title examination and a commitment to issue an owner's and/or lender's policy of title insurance in the latest ALTA form including mechanics lien coverage from the title company specified in paragraph 5. (Note: This should be ordered promptly after contract acceptance in order to allow sufficient time to obtain and review documents, and, if necessary, object to defects that may be discovered.)

Buyer may, at Buyer's option and expense, order a Boundary Survey and Improvement Location ("stake survey") or a Surveyor's Real Property Report ("spot survey") of the property to determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other matters that would be disclosed on a survey.

Note: A "stake survey" is generally required in order to obtain full survey coverage in an owner's policy of title insurance. A "spot survey" is the minimum report normally required by a lender and it may or may not disclose all of the defects involving such matters as encroachments, overlaps, boundary line or acreage discrepancies.

If any defects are discovered as a result of the title examination, title commitment or the survey and if Buyer chooses to act on this contingency, Buyer shall within _____ days (25 if none stated) after the "Acceptance Deadline" date, furnish a copy of the document evidencing the defect to Seller or listing broker stating, in writing, any title or survey defects that are 1) unacceptable to Buyer; 2) not listed above; and 3) adversely affect the use of the property as it exists for residential purposes at the time of the contract. Failure by Seller or listing broker to receive such objections to title or survey within such time will constitute a waiver by Buyer of any objections to the title so long as Buyer is able to obtain at closing, an Owner's title insurance policy in the latest ALTA form including mechanics lien coverage. If Buyer does timely object to any title or survey defects, Seller has five (5) days from receipt of Buyer's notice of objection by Seller or listing broker, to agree in writing to correct the defects prior to closing at Seller's expense. If Seller does not so agree, this contract is terminated unless Buyer, within two (2) additional days, agrees in writing to accept the title and survey "as is". If the contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money to be refunded, subject to paragraph 12, and Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal. Seller shall be responsible for clearing any defects that arise between the date of the contract acceptance and closing.

Note: Easements, subdivision indentures, and government regulations may affect Buyer's intended use of the property. Construction of improvements (for example: a room addition, fence or swimming pool), non-residential use of the property (for example: use of a room for a business), or the right to keep certain vehicles or animals on the property, all may be affected. Buyer is advised to review all easements, government regulations, and subdivision indentures before making an offer to purchase the property if he plans these or similar uses. If Buyer requires assistance in reviewing easements, surveys, indentures, or other matters affecting title or use of the property, he should consult an attorney.

7. ADJUSTMENTS AND CLOSING COSTS.

Buyer and Seller shall have prorated and adjusted between them on the basis of thirty (30) days to the month as of the date of closing (Seller to pay for last day); current rents (Seller to receive rent for day of closing); rents which are delinquent over thirty (30) days are to be collected by seller and not adjusted; general taxes (based on assessment and rate for current year, if both are available, otherwise, based on previous year); district improvement assessments for current year (buyer to pay thereafter); subdivision upkeep assessments and monthly condominium fees; interest (when Buyer assumes existing loan); flat rate utility charges including waste, sewer and trash. Seller to pay for special taxes and special assessments levied before closing. Buyer shall pay the Seller the fair market value of any heating oil or propane gas in tank(s) on the property at closing based on suppliers current charges. Seller and/or Buyer to pay real estate compensation to broker(s) per separate written agreement; Seller authorizes selling portion of commission to be paid directly to selling broker. Buyer and Seller to pay closing cost customarily charged.

8. LOSS.

Risk of loss to the improvements of the property shall be borne by the Seller until title is transferred. If any improvements covered by this contract are damaged or destroyed, Seller shall immediately notify Buyer or selling broker in writing of the damage or destruction, the amount of insurance proceeds payable, if any, and whether Seller intends prior to closing, to restore the property to its condition at the time of the contract. In the event Seller restores the property to its prior condition before scheduled closing, and provides Buyer with proof of the repairs, Buyer and Seller shall proceed with closing. In the event the property is not to be restored to its prior condition by the Seller before closing, Seller shall immediately provide Buyer or selling broker with a copy of any policies of insurance, the name and number of the agent for each of said policies, and written authorization (if needed) for Buyer to communicate with the insurer. Buyer may either a) proceed with closing and be entitled to the amount of insurance proceeds relating to real property improvements, if any, payable to Seller under all policies insuring the improvements plus receive a credit from the Seller at closing in an amount equal to the deductible not covered by insurance, or b) terminate the contract, thereby releasing all parties from liability hereunder. If all of the aforementioned insurance information is received by the Buyer or selling broker more than ten (10) days prior to the scheduled closing date, Buyer is to give written notification to Seller or listing broker as to his election of (a) or (b) above within ten (10) days after the Buyer or selling broker's receipt of such information; and if not received by Buyer or selling broker more than ten (10) days prior to the scheduled closing date, Buyer may, at Buyer's option and by written notice to Seller or listing broker, extend the closing date up to ten (10) days, during which time Buyer may make his election as to (a) or (b) above. Failure by Buyer to notify Seller shall constitute an election to terminate the contract. If the contract is terminated in accordance with the provisions of this paragraph, earnest money to be returned to Buyer, subject to paragraph 12, and Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal.

9. ASSIGNABILITY OF CONTRACT.

This contract is assignable by Buyer, but not without the written consent of Seller if a) Seller is taking back a note and deed of trust as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their obligations under this contract.

172 **10. TIME IS OF THE ESSENCE.**

173 Time is of the essence in the performance of the obligations of the parties. All references to a
174 specified time shall mean Central Time.

175 **11. BINDING EFFECT.**

176 This contract shall be binding on and for the benefit of the parties and their respective heirs, personal
177 representatives, executors, administrators or assigns.

178 **12. EARNEST MONEY.**

179 Buyer and Seller agree that the earnest money received by the escrow agent in connection with
180 this contract shall be deposited within ten (10) banking days after the "Acceptance
181 Deadline" date. Additional earnest money, if applicable, is to be deposited by escrow
182 agent within ten (10) banking days after receipt. Any earnest money received within ten
183 (10) banking days prior to the scheduled closing date, shall be in the form of a cashier's check
184 or any other form acceptable to the escrow agent. If sale is closed, earnest money to apply to
185 the purchase. If any earnest money is being returned to Buyer, Buyer agrees
186 that any expenses for services requested by Buyer may be withheld by escrow agent and
187 paid to the applicable service provider(s).

188 In the event of a dispute over any earnest money held by the escrow agent, the escrow
189 agent shall continue to hold said deposit in its escrow account until: 1) escrow agent has a
190 written release from all parties consenting to its disposition; or 2) until a civil action is filed
191 to determine its disposition (at which time payment may be made into court, and in such
192 event, court costs and escrow agent's attorney fees will be paid from earnest money); or 3)
193 until a final court judgment mandates its disposition; or 4) as may be required by applicable
194 law. The parties specifically acknowledge and agree that whenever ownership of the earnest
195 money or any other escrowed funds, received by a Missouri licensed real estate broker, is in
196 dispute between the parties, said broker is required by Missouri Statute, Section 339.105.4
197 RSMo to report and deliver the monies to the State Treasurer within 365 days of the initial
198 projected closing date. Broker shall not report and deliver any such monies to the State
199 Treasurer until at least sixty (60) days after the initial projected closing date.

200 **Note:** An escrow agent who is not a licensed real estate broker is not bound by Missouri statutes and
201 regulations which apply to earnest money deposits. If the escrow agent is not a licensed broker, the
202 parties are urged to have the escrow agent agree in writing to be bound by the provisions of this
203 contract before being named as the escrow agent.

204 **13. REMEDIES.**

205 If either party defaults in the performance of any obligation of this contract, the party claiming
206 a default shall notify the other party in writing of the nature of the default and his election of remedy. The
207 notifying party may, but is not required to, provide the defaulting party with a deadline for
208 curing the default.

209 If the default is by Buyer, Seller may either accept the earnest money as liquidated damages and
210 release Buyer from the contract (in lieu of making any claim in court), or may pursue any
211 remedy at law or in equity.

212 If Seller accepts the earnest money, it shall be divided as follows: expenses of broker and seller in
213 this transaction will be reimbursed, and balance to go one-half to Seller, and one-half divided
214 equally between listing broker and selling broker (if working as subagent of Seller) in lieu of
215 commission on this contract. If the default is by Seller, Buyer may either release Seller from
216 liability upon Seller's release of the earnest money and reimbursement to Buyer for all direct costs
217 and expenses, as specified in Buyer's notice of default (in lieu of making any claim in court), or may
218 pursue any remedy at law and in equity, including enforcement of sale. Buyer's release of Seller
219 does not relieve Seller of his liability to brokers under the listing contract.

220 In the event of litigation between the parties, the prevailing party shall recover, in addition to damages or
221 equitable relief, the cost of litigation including reasonable attorney's fee. This provision shall survive
222 closing and delivery of Seller's deed to Buyer.

223 **14. GOVERNING LAW.**

224 This contract shall be considered a contract for the sale of real property and shall be construed
225 in accordance with the laws of the State of Missouri.

226 **15. ENTIRE AGREEMENT.**

227 This contract constitutes the entire agreement between the parties hereto and there are no other
228 understandings, written or oral, relating to the subject matter hereof. The contract may not be
229 changed, modified or amended, in whole or in part, except in writing signed by all parties.

230 **16. CONSTRUCTION.**

231 Words and phrases shall be construed as in the singular or plural number, and as masculine,
 232 feminine or neuter gender, according to the context. When the term "listing broker" is used, it refers
 233 to one of the following: a) a broker working for the Seller under a listing
 234 contract; or b) a broker assisting the Seller as a transaction broker, whichever is
 235 appropriate. When the term "selling broker" is used, it refers to one of the following: a) a
 236 broker working for the Buyer under a buyer's agency agreement; b) a broker assisting the
 237 Buyer as a subagent of the Seller; or c) a broker assisting the Buyer as a transaction
 238 broker, whichever is appropriate. The term "broker" shall include the broker's affiliated
 239 licensees (referred to as "salespeople"). With the exception of the term "banking days" as used
 240 in paragraph 12, a day is defined as a 24 hour calendar day, seven days per week.

241 **17. FLOOD PLAIN.**

242 Buyer may terminate this contract if any portion of the property is located in a designated 100
 243 year flood plain unless disclosed to Buyer in writing prior to contract. If so terminated, earnest
 244 money to be returned to Buyer subject to paragraph 12.

245 **18. ACCESS, FINAL WALK-THROUGH AND UTILITIES.**

246 Upon reasonable advance notice to Seller or listing broker, Seller agrees to provide access for
 247 appraiser(s) and other professionals as may be provided for in the contract or required by
 248 Buyer's lender or insurer. Buyer and selling broker may be present. Seller grants Buyer and
 249 selling broker the right to enter and walk-through the property and the right to have
 250 utilities turned on or transferred, at Buyer's expense, within four (4) days prior to closing. This
 251 right is for the Buyer to see that the property is in the same condition, ordinary wear and tear
 252 excepted, as it was on the date of this contract.

253 The closing does not relieve Seller of his obligation to complete improvements and repairs
 254 required by this contract.

255 **19. SPECIAL AGREEMENTS.**

256 Special agreements and Riders between Buyer and Seller forming a part of this contract:

257 _____
 258 See Exhibit 3 attached hereto and incorporated herein by reference
 259 _____
 260 _____
 261 _____
 262 _____

263 Inspection Rider (Form #2184) Short Sale Rider (Form #2176)
 264 Other # 2118 Lease Option Other # _____

265 **20. SELLER'S DISCLOSURE STATEMENT. (Check one)**

266 Buyer confirms that before signing this offer to purchase, Buyer has read a copy of the
 267 Seller's Disclosure Statement for this property. The Seller's Disclosure Statement is not a
 268 substitute for any inspection that Buyer may wish to obtain. Buyer is advised to address any
 269 concerns Buyer may have about information in the statement by use of contingencies in the
 270 contract.

271 Seller agrees to provide Buyer with a Seller's Disclosure Statement within one (1) day after
 272 the "Acceptance Deadline" date. Buyer shall have three (3) days after the "Acceptance
 273 Deadline" date to review said statements and to declare in writing that the contract is
 274 terminated with earnest money to be returned to Buyer, subject to paragraph 12, otherwise,
 275 this contingency shall be deemed as waived by Buyer.

276 No Seller's Disclosure Statement will be provided by Seller.

277 By his signature, Seller confirms that the information in the Seller's Disclosure Statement is accurate as of
 278 the date of this contract. Seller will fully and promptly disclose in writing any new material information
 279 pertaining to the property that is discovered at any time prior to closing. Seller states that if Seller knows or should
 280 have known that the property was a lab, production or storage site for methamphetamine, or was the residence of a
 281 person convicted of crimes related to methamphetamine, Seller will attach a written explanation.

282 *Note: The Seller's Disclosure Statement is not in any way incorporated into the terms of this contract.*

283 21. RELATIONSHIP DISCLOSURE.

284 Buyer and Seller confirm that disclosure of the licensee's relationship was made no later than
285 the first showing of the property, upon first contact, or immediately upon the occurrence of a change
286 to the relationship.

287 Note: Under MREC Rules and Regulations, one box must be checked in each of the
288 following two sections by the Selling Licensee.

289 Licensee assisting Seller is a: (Check appropriate box)

- 290 Seller's Agent: Licensee is acting on behalf of the Seller.
- 291 Buyer's Agent: Licensee is acting on behalf of the Buyer.
- 292 Dual Agent: Licensee is acting on behalf of both Seller and Buyer.
- 293 Designated Agent: Licensee has been designated to act on behalf of the Seller.
- 294 Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.

295 Licensee assisting Buyer is a: (Check appropriate box)

- 296 Buyer's Agent: Licensee is acting on behalf of the Buyer.
- 297 Seller's Agent: Licensee is acting on behalf of the Seller.
- 298 Dual Agent: Licensee is acting on behalf of both Buyer and Seller.
- 299 Designated Agent: Licensee has been designated to act on behalf of the Buyer.
- 300 Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.
- 301 Subagent of Seller: Licensee is acting on behalf of the Seller.

302 Seller Buyer is a real estate licensee and is acting as a principal party in this contract.

303 Sources of compensation to Broker(s), including commissions and/or other fees: Seller Buyer

304 Buyer and Seller acknowledge that they have received and read the Missouri Real Estate Commission
305 Broker Disclosure Form.

306 By signing below, the licensees confirm making disclosure of the brokerage relationship to the
307 appropriate parties.

308 All Parties agree that this transaction can be conducted by electronic/digital signatures, according to the
309 Uniform Electronic Transaction Act as adopted by Missouri.

310 _____
311 Selling Broker's Firm Listing Broker's Firm

312 By (Signature): _____ By (Signature): _____

313 Date: _____ Public ID _____ Date: _____ Public ID _____

314 OFFER to be accepted by Seller by: _____ of _____

315 *[Signature]* 10/27/13
316 BUYER SIGNATURE DATE BUYER SIGNATURE DATE

317 David E. Taylor
318 Buyer Printed Name Buyer Printed Name

319 SELLER ACCEPTS THE TERMS SET FORTH IN THIS CONTRACT.

320 *[Signature]* 10/27/13 *[Signature]* 10/27/13
321 SELLER SIGNATURE TIME and DATE SELLER SIGNATURE TIME and DATE

322 HAROLD C. LEWIS JILL M. LEWIS
323 Seller Printed Name Seller Printed Name

324 OR
325 _____ (initials) WE REJECT THIS OFFER AND MAKE A COUNTEROFFER
326 (use #2164 Sale Contract Counteroffer Form).

327 OR
328 _____ (initials) WE REJECT THIS OFFER.

329 Note: Unless otherwise agreed in writing, "Acceptance Deadline" is defined as the date for acceptance
330 which was provided to the last party whose signature resulted in a contract (even if that signature was
331 obtained before the deadline).

SPECIAL SALE CONTRACT

Dated 10/27/13

EXHIBIT 1

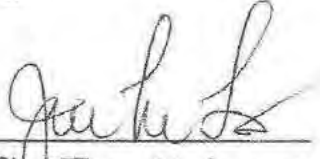
Items Included In Sale

- 1.
- 2.
- 3.
- 4.
- 5.

Buyer Signature 
Buyer Printed Name: David E. Taylor

Buyer Signature _____
Buyer Printed Name: _____

Seller Signature 
Seller Printed Name: HAROLD C. LEWIS

Seller Signature 
Seller Printed Name: JILL M. LEWIS


SPECIAL SALE CONTRACT

Dated 10/27/13


EXHIBIT 2


Items Excluded From Sale

- 1.
- 2.
- 3.
- 4.
- 5.

Buyer Signature 
Buyer Printed Name: David E. Taylor

Buyer Signature _____
Buyer Printed Name: _____

Seller Signature 
Seller Printed Name: Harold C. Lewis

Seller Signature 
Seller Printed Name: Jill M. Lewis

SPECIAL SALE CONTRACT

Dated 10/27/13

EXHIBIT 3

1. In lieu of Earnest Money, Buyer will deliver to Seller a Non Refundable deposit in the amount of \$500,000.00 (Five Hundred thousand and 00/100 Dollars), payable as \$250,000.00 (Two Hundred Fifty Thousand and 00/100 Dollars) upon signing and \$250,000.00 (Two Hundred Fifty Thousand and 00/100 Dollars) on or before 12/31/13
 - a. The Non Refundable deposit shall cover all appliances and furnishings that Seller is leaving with the Leased Premises. In the event Buyer Closes on the property, then Seller agrees to deliver ownership of furnishing to Buyer that are left in house during leasing phase at no additional charge to buyer as this was paid for in initial non refundable deposit.
2. If Buyer closes on or before 12/31/14, then Seller will credit \$200,000.00 of the Non Refundable Deposit to Buyer at closing.
3. If Buyer closes on or before 1/1/15 - 12/31/15, Seller will credit \$100,000.00 of the Non Refundable Deposit to Buyer at closing.
4. In the event Buyer is unable, or chooses not to Close on the Sale of the property as noted in paragraphs 1-3 above, the full amount of \$500,000.00 (Five Hundred thousand and 00/100 Dollars) shall be forfeited to Seller.

Buyer Signature [Signature] Buyer Signature _____
Buyer Printed Name: David E. Taylor Buyer Printed Name: _____

Seller Signature [Signature] Seller Signature [Signature]
Seller Printed Name: Harold C. Lewis Seller Printed Name: Harold C. Lewis

ATTACHMENT 8

This document has legal consequences.
If you do not understand it, consult your attorney.

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and by the Bar Association of Metropolitan St. Louis.
To be used exclusively by REALTORS®
and members of the Bar Association of Metropolitan St. Louis.

Form # 2043 01/13

SPECIAL SALE CONTRACT

DATE: _____

Note: This form does not have many clauses protecting Buyers included in the Residential Sale Contract, Form #2090. It should normally be used only for the sale of property without provision for building, termite, environmental, gas, municipal, insurability, and other inspections. Regardless of whether Seller's Disclosure Form is to be provided, Seller is still obligated to comply with Federal and State laws which require disclosure of certain defects, hazardous conditions and adverse material facts.

1 **1. PARTIES AND PROPERTY.**

2 _____ Joshua Media Ministries International and David E. Taylor _____, Buyer(s), agrees to purchase
3 from the undersigned Seller, the following real property located in the municipality of _____ Chesterfield _____ (if
4 incorporated), County of _____ St. Louis _____ Missouri (legal description on Seller's title to govern) being all the real
5 property Seller owns at said address: _____ 15400 Timpage, Chesterfield, MO 63043 _____.

6 **2. INCLUSIONS AND EXCLUSIONS.**

7 The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures
8 and equipment (which Seller guarantees to own free and clear) including:

9 **(Note: To avoid misunderstanding, the parties are urged to list as "included" or "excluded" any items which**
10 **may be subject to any questions).**

11 In addition, the following items are *included*: See Exhibit 1 attached hereto and incorporated herein
12 _____

13 The following items are *excluded*: See Exhibit 2 attached hereto and incorporated herein
14 _____

15 **3. PURCHASE PRICE.**

16 \$2,000,000.00 is the total purchase/sale price to be paid as follows:

17 \$ _____ earnest money received for delivery to/deposit by _____

18 _____, escrow agent. Selling broker to be
19 escrow agent if none specified above.

20 \$ _____ additional earnest money to be delivered to escrow agent within _____

21 days after the "Acceptance Deadline" date or _____.

22 The balance, including adjustments set forth in Paragraphs 4 or 7, less, if applicable, any amount of Seller
23 financing or of Seller's loan being assumed as stipulated in this contract, is to be paid at closing, by cashier's
24 check, wire transfer or any form acceptable to closing agent.

25 **4. METHOD OF FINANCING.**

26 Conventional, FHA or VA Financing. Buyer agrees to do all things necessary, including, but not limited to
27 the execution of a loan application and other instruments, the payment to the lender of the credit report,
28 appraisal and any other required fees, and to otherwise cooperate fully in order to obtain the financing
29 described below. If Buyer does not deliver written notice, provided by Buyer's lender, to Seller or listing
30 Broker, of Buyer's inability to obtain a loan approval on the terms described below on or before

31 _____ (the "Loan Contingency Date") then this condition shall be deemed
32 waived and Buyer's performance under this contract shall thereafter not be conditioned upon Buyer's
33 obtaining financing. If lender will not give Buyer such written notice then Buyer may directly notify Seller or
34 listing broker (on or before the Loan Contingency Date) by providing a notarized affidavit that Buyer has
35 complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such
36 written notice from lender. If Buyer has complied with the terms of this paragraph and has timely provided
37 written notice to Seller or listing broker of Buyer's inability to obtain the loan approval, then this
38 contract shall be terminated with earnest money to be returned to Buyer, subject to paragraph 12.

39 Loan Terms: _____

40 _____

Note: If Loan Contingency Date passes without written notice as outlined above, Buyer remains obligated under this contract. Therefore, Buyer should be certain that he will have the funds to close. If Buyer's performance under this contract is to be independently conditioned upon the property appraising at a specified value, then Buyer should complete and attach to this contract an appropriate appraisal rider.

Assumption by Buyer of Existing Note and Deed of Trust. (See rider #2105) or **Seller to Take Back Note and Deed of Trust.** (See rider #2097)

Not Contingent Upon Financing. This contract is not contingent upon financing, however, Buyer reserves the right to finance any portion of the purchase price.

5. CLOSING AND POSSESSION

The "Closing" is the exchange of the Seller's deed for the total purchase/sale price. The Closing of this sale shall take place on January 31, 2016, or any other date that both parties agree in writing. Buyer will close at US Title, the title company which provides title insurance. Regardless of who closes for Buyer, Seller may close at the title company of Seller's choice. **Note: If the seller does not close at the same title company as the buyer, or the seller's choice of title company does not have a common underwriter with the buyer's title company, then the seller will be required to sign a Notice of Closing or Settlement Risk acknowledging that their settlement funds are not protected by the title insurance underwriter.** Title will pass when the sale is closed. Possession of the property and keys to be delivered to Buyer no later than 5:00pm (time) of October 31, 2013 (Per Lease Option) (date) but in no event prior to Closing as defined above. All parties agree to sign closing documents at a time that facilitates this possession. (**Note: If possession is to be delivered on a day other than Closing, as defined above, parties should complete the appropriate rider.**) Deed as directed by Buyer. Except for tenants lawfully in possession, seller warrants that the property will be vacant at time of possession and delivered to Buyer in its same condition (together with any improvements or repairs required by this contract), ordinary wear and tear excepted, as it was on the date of this contract. Buyer and Seller authorize title company and/or closing agent to release to broker(s) signed copies of the closing statements.

6. TITLE AND SURVEY.

Seller shall transfer title to Buyer by general warranty deed (or fiduciary deed, where applicable), subject to the following: a) zoning regulations; b) leases and occupancy of tenants existing on the date contract is executed by Buyer and disclosed to Buyer in writing before execution of contract by Buyer; c) general taxes payable in the current year and thereafter; d) any lien or encumbrance created by or assumed by Buyer in writing or any easement accepted by Buyer in writing; e) subdivision, use and other restrictions, rights of way and utility easements, all of record, which do not adversely affect the use of the property as it exists for residential purposes at the time of the contract.

Check box (whether "Seller to Order, Provide and Purchase Title" or "Buyer to Order and Purchase Title").

Seller To Order, Provide and Purchase Title.

Not later than _____ days (5 if none stated) after the "Acceptance Deadline" date, Seller will order a commitment for title insurance to be provided to the Buyer for both an Owner's policy of title insurance and for a Lender's policy of title insurance (if required by lender) in the latest ALTA form including mechanics lien coverage from the title company selected in paragraph 5. Seller and Buyer authorize and direct the title company to furnish this commitment to the selling and listing Broker. Seller shall pay for the title insurance (including title premium and title service charges), at closing, at a cost not to exceed _____. Buyer to pay title cost exceeding this amount.

Buyer to Order and Purchase Title.

Buyer may, at Buyer's option and expense, order a title examination and a commitment to issue an owner's and/or lender's policy of title insurance in the latest ALTA form including mechanics lien coverage from the title company specified in paragraph 5. (**Note: This should be ordered promptly after contract acceptance in order to allow sufficient time to obtain and review documents, and, if necessary, object to defects that may be discovered.**)

Buyer may, at Buyer's option and expense, order a Boundary Survey and Improvement Location ("stake survey") or a Surveyor's Real Property Report ("spot survey") of the property to determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other matters that would be disclosed on a survey.

Note: A "stake survey" is generally required in order to obtain full survey coverage in an owner's policy of title insurance. A "spot survey" is the minimum report normally required by a lender and it may or may not disclose all of the defects involving such matters as encroachments, overlaps, boundary line or acreage discrepancies.

If any defects are discovered as a result of the title examination, title commitment or the survey and if Buyer chooses to act on this contingency, Buyer shall within _____ days (25 if none stated) after the "Acceptance Deadline" date, furnish a copy of the document evidencing the defect to Seller or listing broker stating, in writing, any title or survey defects that are 1) unacceptable to Buyer; 2) not listed above; and 3) adversely affect the use of the property as it exists for residential purposes at the time of the contract. Failure by Seller or listing broker to receive such objections to title or survey within such time will constitute a waiver by Buyer of any objections to the title so long as Buyer is able to obtain at closing, an Owner's title insurance policy in the latest ALTA form including mechanics lien coverage. If Buyer does timely object to any title or survey defects, Seller has five (5) days from receipt of Buyer's notice of objection by Seller or listing broker, to agree in writing to correct the defects prior to closing at Seller's expense. If Seller does not so agree, this contract is terminated unless Buyer, within two (2) additional days, agrees in writing to accept the title and survey "as is". If the contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money to be refunded, subject to paragraph 12, and Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal. Seller shall be responsible for clearing any defects that arise between the date of the contract acceptance and closing.

Note: Easements, subdivision indentures, and government regulations may affect Buyer's intended use of the property. Construction of improvements (for example: a room addition, fence or swimming pool), non-residential use of the property (for example: use of a room for a business), or the right to keep certain vehicles or animals on the property, all may be affected. Buyer is advised to review all easements, government regulations, and subdivision indentures before making an offer to purchase the property if he plans these or similar uses. If Buyer requires assistance in reviewing easements, surveys, indentures, or other matters affecting title or use of the property, he should consult an attorney.

7. ADJUSTMENTS AND CLOSING COSTS.

Buyer and Seller shall have prorated and adjusted between them on the basis of thirty (30) days to the month as of the date of closing (Seller to pay for last day); current rents (Seller to receive rent for day of closing); rents which are delinquent over thirty (30) days are to be collected by seller and not adjusted; general taxes (based on assessment and rate for current year, if both are available, otherwise, based on previous year); district improvement assessments for current year (buyer to pay thereafter); subdivision upkeep assessments and monthly condominium fees; interest (when Buyer assumes existing loan); flat rate utility charges including waste, sewer and trash. Seller to pay for special taxes and special assessments levied before closing. Buyer shall pay the Seller the fair market value of any heating oil or propane gas in tank(s) on the property at closing based on suppliers current charges. Seller and/or Buyer to pay real estate compensation to broker(s) per separate written agreement; Seller authorizes selling portion of commission to be paid directly to selling broker. Buyer and Seller to pay closing cost customarily charged.

8. LOSS.

Risk of loss to the improvements of the property shall be borne by the Seller until title is transferred. If any improvements covered by this contract are damaged or destroyed, Seller shall immediately notify Buyer or selling broker in writing of the damage or destruction, the amount of insurance proceeds payable, if any, and whether Seller intends prior to closing, to restore the property to its condition at the time of the contract. In the event Seller restores the property to its prior condition before scheduled closing, and provides Buyer with proof of the repairs, Buyer and Seller shall proceed with closing. In the event the property is not to be restored to its prior condition by the Seller before closing, Seller shall immediately provide Buyer or selling broker with a copy of any policies of insurance, the name and number of the agent for each of said policies, and written authorization (if needed) for Buyer to communicate with the insurer. Buyer may either a) proceed with closing and be entitled to the amount of insurance proceeds relating to real property improvements, if any, payable to Seller under all policies insuring the improvements plus receive a credit from the Seller at closing in an amount equal to the deductible not covered by insurance, or b) terminate the contract, thereby releasing all parties from liability hereunder. If all of the aforementioned insurance information is received by the Buyer or selling broker more than ten (10) days prior to the scheduled closing date, Buyer is to give written notification to Seller or listing broker as to his election of (a) or (b) above within ten (10) days after the Buyer or selling broker's receipt of such information; and if not received by Buyer or selling broker more than ten (10) days prior to the scheduled closing date, Buyer may, at Buyer's option and by written notice to Seller or listing broker, extend the closing date up to ten (10) days, during which time Buyer may make his election as to (a) or (b) above. Failure by Buyer to notify Seller shall constitute an election to terminate the contract. If the contract is terminated in accordance with the provisions of this paragraph, earnest money to be returned to Buyer, subject to paragraph 12, and Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal.

9. ASSIGNABILITY OF CONTRACT.

This contract is assignable by Buyer, but not without the written consent of Seller if a) Seller is taking back a note and deed of trust as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their obligations under this contract.

172 **10. TIME IS OF THE ESSENCE.**

173 Time is of the essence in the performance of the obligations of the parties. All references to a
174 specified time shall mean Central Time.

175 **11. BINDING EFFECT.**

176 This contract shall be binding on and for the benefit of the parties and their respective heirs, personal
177 representatives, executors, administrators or assigns.

178 **12. EARNEST MONEY.**

179 Buyer and Seller agree that the earnest money received by the escrow agent in connection with
180 this contract shall be deposited within ten (10) banking days after the "Acceptance
181 Deadline" date. Additional earnest money, if applicable, is to be deposited by escrow
182 agent within ten (10) banking days after receipt. Any earnest money received within ten
183 (10) banking days prior to the scheduled closing date, shall be in the form of a cashier's check
184 or any other form acceptable to the escrow agent. If sale is closed, earnest money to apply to
185 the purchase. If any earnest money is being returned to Buyer, Buyer agrees
186 that any expenses for services requested by Buyer may be withheld by escrow agent and
187 paid to the applicable service provider(s).

188 In the event of a dispute over any earnest money held by the escrow agent, the escrow
189 agent shall continue to hold said deposit in its escrow account until: 1) escrow agent has a
190 written release from all parties consenting to its disposition; or 2) until a civil action is filed
191 to determine its disposition (at which time payment may be made into court, and in such
192 event, court costs and escrow agent's attorney fees will be paid from earnest money); or 3)
193 until a final court judgment mandates its disposition; or 4) as may be required by applicable
194 law. The parties specifically acknowledge and agree that whenever ownership of the earnest
195 money or any other escrowed funds, received by a Missouri licensed real estate broker, is in
196 dispute between the parties, said broker is required by Missouri Statute, Section 339.105.4
197 RSMo to report and deliver the monies to the State Treasurer within 365 days of the initial
198 projected closing date. Broker shall not report and deliver any such monies to the State
199 Treasurer until at least sixty (60) days after the initial projected closing date.

200 **Note: An escrow agent who is not a licensed real estate broker is not bound by Missouri statutes and**
201 **regulations which apply to earnest money deposits. If the escrow agent is not a licensed broker, the**
202 **parties are urged to have the escrow agent agree in writing to be bound by the provisions of this**
203 **contract before being named as the escrow agent.**

204 **13. REMEDIES.**

205 If either party defaults in the performance of any obligation of this contract, the party claiming
206 a default shall notify the other party in writing of the nature of the default and his election of remedy. The
207 notifying party may, but is not required to, provide the defaulting party with a deadline for
208 curing the default.

209 If the default is by Buyer, Seller may either accept the earnest money as liquidated damages and
210 release Buyer from the contract (in lieu of making any claim in court), or may pursue any
211 remedy at law or in equity.

212 If Seller accepts the earnest money, it shall be divided as follows: expenses of broker and seller in
213 this transaction will be reimbursed, and balance to go one-half to Seller, and one-half divided
214 equally between listing broker and selling broker (if working as subagent of Seller) in lieu of
215 commission on this contract. If the default is by Seller, Buyer may either release Seller from
216 liability upon Seller's release of the earnest money and reimbursement to Buyer for all direct costs
217 and expenses, as specified in Buyer's notice of default (in lieu of making any claim in court), or may
218 pursue any remedy at law and in equity, including enforcement of sale. Buyer's release of Seller
219 does not relieve Seller of his liability to brokers under the listing contract.

220 In the event of litigation between the parties, the prevailing party shall recover, in addition to damages or
221 equitable relief, the cost of litigation including reasonable attorney's fee. This provision shall survive
222 closing and delivery of Seller's deed to Buyer.

223 **14. GOVERNING LAW.**

224 This contract shall be considered a contract for the sale of real property and shall be construed
225 in accordance with the laws of the State of Missouri.

226 **15. ENTIRE AGREEMENT.**

227 This contract constitutes the entire agreement between the parties hereto and there are no other
228 understandings, written or oral, relating to the subject matter hereof. The contract may not be
229 changed, modified or amended, in whole or in part, except in writing signed by all parties.

230 **16. CONSTRUCTION.**

231 Words and phrases shall be construed as in the singular or plural number, and as masculine,
232 feminine or neuter gender, according to the context. When the term "listing broker" is used, it refers
233 to one of the following: a) a broker working for the Seller under a listing
234 contract; or b) a broker assisting the Seller as a transaction broker, whichever is
235 appropriate. When the term "selling broker" is used, it refers to one of the following: a) a
236 broker working for the Buyer under a buyer's agency agreement; b) a broker assisting the
237 Buyer as a subagent of the Seller; or c) a broker assisting the Buyer as a transaction
238 broker, whichever is appropriate. The term "broker" shall include the broker's affiliated
239 licensees (referred to as "salespeople"). With the exception of the term "banking days" as used
240 in paragraph 12, a day is defined as a 24 hour calendar day, seven days per week.

241 **17. FLOOD PLAIN.**

242 Buyer may terminate this contract if any portion of the property is located in a designated 100
243 year flood plain unless disclosed to Buyer in writing prior to contract. If so terminated, earnest
244 money to be returned to Buyer subject to paragraph 12.

245 **18. ACCESS, FINAL WALK-THROUGH AND UTILITIES.**

246 Upon reasonable advance notice to Seller or listing broker, Seller agrees to provide access for
247 appraiser(s) and other professionals as may be provided for in the contract or required by
248 Buyer's lender or insurer. Buyer and selling broker may be present. Seller grants Buyer and
249 selling broker the right to enter and walk-through the property and the right to have
250 utilities turned on or transferred, at Buyer's expense, within four (4) days prior to closing. This
251 right is for the Buyer to see that the property is in the same condition, ordinary wear and tear
252 excepted, as it was on the date of this contract.

253 The closing does not relieve Seller of his obligation to complete improvements and repairs
254 required by this contract.

255 **19. SPECIAL AGREEMENTS.**

256 Special agreements and Riders between Buyer and Seller forming a part of this contract:

257 _____
258 See Exhibit 3 attached hereto and incorporated herein by reference
259 _____
260 _____
261 _____
262 _____

- 263 Inspection Rider (Form #2184) Short Sale Rider (Form #2176)
264 Other # 2118 Lease Option Other # _____

265 **20. SELLER'S DISCLOSURE STATEMENT. (Check one)**

266 Buyer confirms that before signing this offer to purchase, Buyer has read a copy of the
267 Seller's Disclosure Statement for this property. The Seller's Disclosure Statement is not a
268 substitute for any inspection that Buyer may wish to obtain. Buyer is advised to address any
269 concerns Buyer may have about information in the statement by use of contingencies in the
270 contract.

271 Seller agrees to provide Buyer with a Seller's Disclosure Statement within one (1) day after
272 the "Acceptance Deadline" date. Buyer shall have three (3) days after the "Acceptance
273 Deadline" date to review said statements and to declare in writing that the contract is
274 terminated with earnest money to be returned to Buyer, subject to paragraph 12, otherwise,
275 this contingency shall be deemed as waived by Buyer.

276 No Seller's Disclosure Statement will be provided by Seller.

277 By his signature, Seller confirms that the information in the Seller's Disclosure Statement is accurate as of
278 the date of this contract. Seller will fully and promptly disclose in writing any new material information
279 pertaining to the property that is discovered at any time prior to closing. Seller states that if Seller knows or should
280 have known that the property was a lab, production or storage site for methamphetamine, or was the residence of a
281 person convicted of crimes related to methamphetamine, Seller will attach a written explanation.

282 **Note: The Seller's Disclosure Statement is not in any way incorporated into the terms of this contract.**

283 **21. RELATIONSHIP DISCLOSURE.**

284 Buyer and Seller confirm that disclosure of the licensee's relationship was made no later than
285 the first showing of the property, upon first contact, or immediately upon the occurrence of a change
286 to the relationship.

287 **Note: Under MREC Rules and Regulations, one box must be checked in each of the**
288 **following two sections by the Selling Licensee.**

289 **Licensee assisting Seller is a: (Check appropriate box)**

- 290 Seller's Agent: Licensee is acting on behalf of the Seller.
- 291 Buyer's Agent: Licensee is acting on behalf of the Buyer.
- 292 Dual Agent: Licensee is acting on behalf of both Seller and Buyer.
- 293 Designated Agent: Licensee has been designated to act on behalf of the Seller.
- 294 Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.

295 **Licensee assisting Buyer is a: (Check appropriate box)**

- 296 Buyer's Agent: Licensee is acting on behalf of the Buyer.
- 297 Seller's Agent: Licensee is acting on behalf of the Seller.
- 298 Dual Agent: Licensee is acting on behalf of both Buyer and Seller.
- 299 Designated Agent: Licensee has been designated to act on behalf of the Buyer.
- 300 Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.
- 301 Subagent of Seller: Licensee is acting on behalf of the Seller.

302 Seller Buyer is a real estate licensee and is acting as a principal party in this contract.

303 **Sources of compensation to Broker(s), including commissions and/or other fees:** Seller Buyer

304 Buyer and Seller acknowledge that they have received and read the Missouri Real Estate Commission
305 Broker Disclosure Form.

306 By signing below, the licensees confirm making disclosure of the brokerage relationship to the
307 appropriate parties.

308 All Parties agree that this transaction can be conducted by electronic/digital signatures, according to the
309 Uniform Electronic Transaction Act as adopted by Missouri.

310 _____
311 **Selling Broker's Firm** **Listing Broker's Firm**

312 **By (Signature):** _____ **By (Signature):** _____

313 **Date:** _____ **Public ID** _____ **Date:** _____ **Public ID** _____

314 **OFFER to be accepted by Seller by:** _____ **m of** _____ .

315 _____
316 **BUYER SIGNATURE** **DATE** **BUYER SIGNATURE** **DATE**

317 _____
318 **Buyer Printed Name** **Buyer Printed Name**

319 **SELLER ACCEPTS THE TERMS SET FORTH IN THIS CONTRACT .**

320 _____
321 **SELLER SIGNATURE** **TIME and DATE** **SELLER SIGNATURE** **TIME and DATE**

322 _____
323 **Seller Printed Name** **Seller Printed Name**

324 **OR**

325 _____ (initials) **WE REJECT THIS OFFER AND MAKE A COUNTEROFFER**
326 (use #2164 Sale Contract Counteroffer Form).

327 **OR**

328 _____ (initials) **WE REJECT THIS OFFER.**

329 **Note: Unless otherwise agreed in writing, "Acceptance Deadline" is defined as the date for acceptance**
330 **which was provided to the last party whose signature resulted in a contract (even if that signature was**
331 **obtained before the deadline).**