



1481 Dean Forest Rd  
Bldg 200 Ste C  
Savannah GA 31405  
Phone 912-349-3653 Fax 912-349-3654  
MC # 781242 FED # 45-4787082  
www.statfreightbroker.com

**Operations/Customer Service**

**General Contact: info@statfreightbroker.com**

**Phone: (912) 349-3653**

**Fax: (912) 349-3654**

Dwayne Goudy, Jr.  
LeighAnn Lowe  
Tiffany Whitfield

Accounting/Claims

Dwayne@statfreightbroker.com  
Leighann@statfreightbroker.com  
Tiffany@statfreightbroker.com

**Owners/Board of Directors:**

Dwayne A. Goudy, Jr.	Manager
LeighAnn Lowe	Member
Violeta Hicks, NP	Member

**Broker bond:** Great American Insurance Co.  
MC # 781242B  
DOT # 2296453  
Fed ID # 45-4787082

**Cargo policy:**

Limits of Liability: \$100,000  
Agency: Transinsurers Insurance Agency

**Professional References**

Bank of America, Pooler GA  
Information Systems International, Plantation FL

**Emergency contact :** Dwayne Goudy cell # 912-844-0707  
LeighAnn Lowe cell # 912-667-6330



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Please fax back to (912) 349-3654

Customer Name \_\_\_\_\_

Date: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

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\*\*\*\*\*

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Ext: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Second Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Ext: \_\_\_\_\_

Email address: \_\_\_\_\_

Fax: \_\_\_\_\_

After Hours Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Hours of Operation: \_\_\_\_\_ Weekend hours: \_\_\_\_\_

Comments/Special Instructions:

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## Our Company

STAT Dispatching & Logistics is a freight brokerage company that is based in Savannah Georgia, one of the largest port cities in the country. Our staff has over 20 years of combined experience in the transportation industry servicing carriers by keeping them compliant with DOT rules and regulations. In 2012, we decided to branch off and create a brokerage with our vast access to the best carriers in the industry and offer you our customers a piece of mind. After all, our job is to make your job easier when it comes to handling your freight.

We live by the motto:

***“ Keep it movin!”***

## Our People

We have dedicated, professional, and well-trained staff that provides customer service 24/7. We understand how important it is to communicate effectively on each and every load and we treat our customers and carriers with respect.

## Our Technology

Our network of communications and software tools provide increased efficiency which optimizes both service and price for our customers.

## Our Mission

STAT's mission is to provide high quality freight brokerage service that offers our customers a competitive advantage and a piece of mind. We effectively communicate to our customers and carriers on each and every load. We identify and have access to small to medium sized quality carriers to fill the needs of our customers. We negotiate the best possible rates with these carriers and pass the savings on to you.



CONTRACT FOR TRANSPORTATION OF PROPERTY  
BETWEEN A MOTOR CARRIER BROKER AND A SHIPPER

**THIS AGREEMENT**, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between Stat Dispatching and Logistics LLC, a Georgia LLC the address of which is 1481 Dean Forest Road, Bldg 200, Suite #C ("Broker"), and \_\_\_\_\_ ("Shipper"). The principal business address is \_\_\_\_\_

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**WHEREAS;** Stat Dispatching and Logistics LLC is licensed as a Property Broker by the Federal Motor Carrier Safety Administration ("FMCSA") MC#781242, or by appropriate State agencies, and as a licensed property broker, who arranges for freight transportation; and

**WHEREAS;** Shipper, to satisfy some of its transportation needs, desires to utilize the services of Stat Dispatching and Logistics LLC to arrange for transportation of Shipper's freight. The parties understand and agree that Stat Dispatching and Logistics LLC functions as an independent entity, and not as a carrier, in selling, negotiating, providing and arranging for transportation for compensation.

**NOW THEREFORE**, intending to be legally bound, Stat Dispatching and Logistics LLC and Shipper agree as follows:

**TERM**

The term of this Agreement shall be for one (1) year and shall automatically be renewed for successive one (1) year periods; provided, however, that this Agreement may be terminated at any time by giving ten (10) days prior written notice to the other party.

**SERVICE**

Stat Dispatching and Logistics LLC agrees to arrange for transportation of Shipper's freight, with a carrier who is duly registered with the Department of Transportation ("DOT") pursuant to 49 U.S.C. 13902 and 13905. It is understood by the parties that Stat Dispatching and Logistics LLC, is not actually performing the transportation of the Shipper's freight but will be arranging for the transportation of Shipper's freight.



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**FREIGHT CARRIAGE**

Stat Dispatching and Logistics LLC. warrants that it has entered into, or will enter into, bilateral contracts with each Carrier it utilizes in the performance of this agreement Stat Dispatching and Logistics LLC. further warrants that those contracts comply with all applicable federal and state regulations and shall include the following provisions:

- a) Carrier shall defend, indemnify and hold harmless Stat Dispatching and Logistics LLC. and Shipper and their directors, employees, officers, and affiliated parent and subsidiary companies (the "Indemnified Parties") from and against all claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses (including, without limitation, reasonable legal fees, but excluding consequential damages) caused by and resulting from (i) the negligence or intentional misconduct of Carrier or its employees or agents, or (ii) Carrier or its employees' or agents' violation of applicable laws or regulations.
- b) Carrier shall agree that its liability for cargo loss or damage shall be that of a Common Carrier as provided for in 49 USC 14706 (the Carmack Amendment). Exclusions in Carrier's insurance coverage shall not exonerate Carrier from this liability.
- c) Carrier shall agree to maintain at all times during the term of the contract, insurance coverage in amounts required by law, but in any event with limits not less than the following:

<b>Commercial General Liability</b>	<b>\$1,000,000.00</b>
<b>Auto Liability/Property Damage</b>	<b>\$1,000,000.00</b>
<b>Cargo Liability</b>	<b>\$100,000.00</b>
<b>Worker's Compensation</b>	<b>As Required By Law</b>

- d) Carrier shall agree that the provisions contained in 49 CFR 370.1 et seq. shall govern the processing of claims for loss, damage, injury or delay to property and the processing of salvage.
- e) Carrier shall authorize Stat Dispatching and Logistics LLC. to invoice Shipper for services provided by the Carrier. Carrier shall further agree that Stat Dispatching and Logistics LLC. is the sole party responsible for payment of its invoices and that, under no circumstance, will Carrier seek payment from the shipper, consignee or Stat Dispatching and Logistics LLC. customer.
- f) Carrier shall agree that the terms and conditions of its contract with Stat Dispatching and Logistics LLC shall apply on all shipments it handles for Stat Dispatching and Logistics



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- LLC. Any terms in a tariff that are referenced in the carrier contract which are inconsistent with this Agreement shall be subordinate to the terms of this Agreement
- g) Carrier shall expressly waive all rights and remedies under Title 49 U.S.C., Subtitle IV, and Part B to the extent they conflict with the contract.
  - h) Stat Dispatching and Logistics LLC. further warrants it will require proof of insurance and operating authority from each Carrier and, should Stat Dispatching and Logistics LLC. utilize the services of any carrier or other broker on Shipper's behalf, which carrier and/or broker does not have proof of insurance and/or operating authority, Stat Dispatching and Logistics LLC. agrees to indemnify and hold harmless Shipper from all legitimate claims not paid by Carrier, including but not limited to cargo loss and damage claims.

**Compensation of Company**

The compensation of Stat Dispatching and Logistics LLC. for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be inclusive of any commissions, dividends, or other revenue received by the Company from carriers, insurers and others in connection with the shipment. In any referral for collection or action against the Shipper for monies due the Stat Dispatching and Logistics LLC. upon recovery by the Stat Dispatching and Logistics LLC. the Shipper shall pay the expenses of collection and/or litigation, including all reasonable attorney fees.

**Payment and Charges**

Shipper shall tender certain shipments, from time to time, to Broker. The charges for each shipment shall be provided in Appendix A, attached hereto and incorporated herein, occasionally rates may be agreed upon orally. Appendix A can be revised by agreement signed by both parties, or, prior to transportation, by fax by Broker to Shipper if not objected to by Shipper, in writing, within twenty-four (24) hours from the date and time faxed.

**Application of Charges**

The rates and charges for the services provided by Stat Dispatching and Logistics LLC. shall be in accordance with the rates and charges set forth in a Rate Confirmation Contract or Freight Quote Acceptance Sheet (the "Rate Confirmation") prepared by Stat Dispatching and Logistics LLC. and provided to Customer for each individual shipment. Each Rate Confirmation can be supplemented or revised by written agreement signed by both parties. Payment shall be due from Customer within fifteen (15) days of the date of Stat Dispatching and Logistics LLC's invoice.



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**Freight Discounting**

All charges must be paid by Shipper in advance unless Stat Dispatching and Logistics LLC. agrees to extend credit to Shipper; the granting of credit to a Shipper in connection with a particular transaction shall not be considered a waiver of this provision by the Stat Dispatching and Logistics LLC. If credit has been granted to the Shipper and payment is made in accordance to the payment terms outlined the quoted discount freight rate will be applied. If payment is not made within the specified time frame a 25% rate increase will be assessed for the Premium Freight Rate.

**Shipping Documents**

Unless otherwise agreed in writing, all shipments tendered shall be accepted on a bill of lading acceptable to Shipper as the shipping document. In the event of a conflict between the bill of lading terms and this Agreement, this Agreement shall prevail. Upon request of Shipper, Broker shall require all carriers to obtain a delivery receipt from the consignee, showing the products delivered condition of the shipment and the date and time of such delivery.

**Assignment/Modification/Benefit of Agreement**

No party may assign this Agreement without the prior written consent of the other party. However, Broker may assign freight to other qualified carriers for any shipments made on behalf of Shipper under this Agreement.

**Complete Agreement**

This Agreement constitutes the entire agreement of the parties with reference to the subject matters herein, and may not be changed, waived, or modified except in writing signed by both parties. This Agreement shall be construed in accordance with the laws of the Georgia.

**Quotations Not Binding**

Quotations as to freight charges given by the Company to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer.





CONTRACT FOR TRANSPORTATION OF PROPERTY  
BETWEEN A MOTOR CARRIER BROKER AND A SHIPPER

**Selection and Use of Motor Carriers**

Stat Dispatching and Logistics LLC. will subcontract the transportation services required by Customer to motor carriers that are duly authorized to transport such shipments pursuant to all applicable regulatory authority (the "Carriers"). It is understood and agreed that the Carriers are independent contractors with the control over their respective drivers and employees, and are not agents, employees or authorized representatives of Stat Dispatching and Logistics LLC. However, the parties understand and agree that Broker, by signing this Agreement, makes no express or implied warranties or guarantees concerning delivery time or the locating of a carrier to provide the transportation services requested by Shipper.

**Access to Customer's Facilities**

Customer shall provide the Carriers with access to the facilities necessary to load or unload the tendered shipments. Access to the facilities by the Carriers shall be without charge to the Carriers unless otherwise agreed to in writing between the parties. Customer is solely responsible for maintaining the loading and unloading facilities in a good and safe condition, and in compliance with all applicable laws, codes and regulations. Customer hereby waives and releases Access to Customer's Facilities. Customer shall provide the Carriers with access to the facilities necessary to load or unload the tendered shipments. Access to the facilities by the Carriers shall be without charge to the Carriers unless otherwise agreed to in writing between the parties. Customer is solely responsible for maintaining the loading and unloading facilities in a good and safe condition, and in compliance with all applicable laws, codes and regulations. Customer hereby waives and releases Stat Dispatching and Logistics LLC. from any liability for any loss or damage to its facilities or to Customer's personal property located on such facilities.

**Cargo Loss, Damage, or Shortage**

In the event of a cargo loss, damage or shortage claim, Shipper agrees to notify Broker immediately by phone and to subsequently submit to Broker a written claim, fully supported by all relevant documentation, including but not limited to the signed delivery receipt, listing the nature and cause of the claim for cargo damage within twenty (20) days following the date of delivery. No claims or allowances for shortages, damage or delay will be considered unless clearly noted on the delivery receipt or bill of lading signed by the consignee at delivery. Broker assumes no liability for cargo loss, damage, or shortage. However, Broker agrees to submit, negotiate and settle all cargo claims with the responsible carrier and to keep Shipper advised of the status of all such claims. Upon request by Shipper, Broker shall assign its rights against the carrier to Shipper. Nothing herein shall be construed to restrict any right or cause of action Shipper may have against any carrier involved with the transportation of Shipper's shipment.





CONTRACT FOR TRANSPORTATION OF PROPERTY  
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**Notification of Accidents or Delays**

Broker agrees to notify Shipper of any accident or other event which prevents carrier from making a timely or safe delivery.

**Indemnification/Hold Harmless**

The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability arising from the importation or exportation of Customer's merchandise and/or any conduct of the Customer, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

**Overcharge, Duplicate Payment and Over-Collection Claims**

Any overcharge, duplicate payment or over-collection claim made by Customer must be filed, in writing, with us within one hundred eighty (180) days from the date of the original freight bill.

**Costs of Collection**

In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is more, unless a lower amount is agreed to by Company.

**Force Majeure**

The Transportation Property Broker services provided by Stat Dispatching and Logistics LLC. will be temporarily suspended to the extent that during any period Shipper, Stat Dispatching and Logistics LLC. or the Carriers are unable to carry out their respective obligations by reason of act of God or the public enemy, fire, flood, labor, disorder, civil commotion, terrorist act, government interference, or any other event or occurrence beyond the reasonable control of the affected parties, and neither party shall have any liability to the other for delay in performance or failure to perform while the services are temporarily suspended, except for Shipper's payment obligations for services performed.



CONTRACT FOR TRANSPORTATION OF PROPERTY  
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**Bills of Lading**

Each shipment tendered by Customer and accepted by Stat Dispatching and Logistics LLC. shall be evidence by and subject to the terms, conditions and provisions of a bill of lading or other proof of delivery receipt. In the event of a conflict between the terms, conditions and provisions of such bill of lading or receipt and these Terms and Conditions of Agreement, the terms, conditions and provisions of these Terms and Conditions shall govern.

**Weights and Dimensions**

Stat Dispatching and Logistics LLC. will provide the shipper a freight rate quote based on the weights and dimensions provided by the shipper or professional specification guides in case of Heavy Equipment or Machinery transportation. It is the sole responsibility of the shipper to verify that all weights and dimensions are correct prior to transportation of freight. In cases where the weights and dimensions of cargo are incorrect or misrepresented additional freight and handling charges will be assessed to shipper.

**Equipment Ordered But Not Used**

All loads cancelled by the shipper, consignor and/or consignee less than 24 hours prior to appointed pickup time, a charge of \$250.00 for equipment ordered and not used shall apply. Shipper shall also be responsible for "Out Of Route" miles to carrier at the rate of \$2.00 per mile. Shipper also will incur al permit and escorts charges for cancelled shipments of over dimensional freight movements.

**Re-Consignment or Diversion**

The terms re-consignment or diversion are considered to be synonymous and the use of either will be considered to mean:

- a) A change in the name of the consignor or consignee.
- b) A change in the place of delivery within the original destination point.
- c) A change in the destination point.

**The charges for such service will be:**

- a) If re-consignment occurs the charge will be \$250.00 plus \$2.00 per mile for all "Out Of Route" miles in addition to all other applicable charges.



CONTRACT FOR TRANSPORTATION OF PROPERTY  
BETWEEN A MOTOR CARRIER BROKER AND A SHIPPER

**General Lien and Right to Sell Customer's Property**

- a) Company shall have a general and continuing lien on any and all property of Shipper coming into Stat Dispatching and Logistics LLC actual or constructive possession or control for monies owed to Stat Dispatching and Logistics LLC with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both;
- b) Stat Dispatching and Logistics LLC. shall provide written notice to Shipper of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Shipper shall notify all parties having an interest in its shipment(s) of Stat Dispatching and Logistics LLC. rights and/or the exercise of such lien.
- c) Unless, within seven days of receiving notice of lien, Shipper posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Stat Dispatching and Logistics LLC. guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Stat Dispatching and Logistics LLC. shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Shipper.

**Dispute Resolution, Governing Law; Consent to Jurisdiction and Venue**

These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the Georgia, without giving consideration to principles of conflict of law. All disputes arising hereunder shall be resolved at Chatham County, Georgia or closest State or Federal jurisdiction and at no other place.

These Terms and Conditions of service constitute a legally binding contract between the Stat Dispatching and Logistics LLC. and the "Shipper". In the event the Stat Dispatching and Logistics LLC. renders services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other documents(s) shall govern those services.

Shipper: _____	Forwarder: Stat Dispatching and Logistics LLC
Printed Name: _____	Printed Name: Violeta Hicks
Signature: _____	Signature: _____
Date: ____ / ____ / ____	Date: 03/09/13



U.S. Department of Transportation  
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.  
Washington, DC 20590

**SERVICE DATE**  
**April 23, 2012**

**LICENSE**

**MC-781242-B**

U.S. DOT No. 2296453

**STAT DISPATCHING & LOGISTICS, LLC**  
**SAVANNAH, GA**

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a broker, arranging for transportation of freight (except household goods) by motor vehicle.

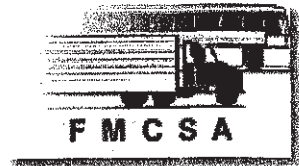
This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Jeffrey L. Secrist, Chief  
Information Technology Operations Division

BPO

# FMCSA Motor Carrier

JSDOT Number: 2296453  
Docket Number: MC781242  
Legal Name: STAT DISPATCHING & LOGISTICS, LLC  
DBA (Doing-Business-As) Name



## Addresses

Business Address: 1481 DEAN FOREST RD BLDG 200 SUITE C  
SAVANNAH, GA 31405

Business Phone: (912) 844-0707 Business Fax:

Mail Address:

Mail Phone: Mail Fax: Undeliverable Mail: NO

## Authorities:

Common Authority:	NONE	Application Pending:	NO	
Contract Authority:	NONE	Application Pending:	NO	
Broker Authority:	ACTIVE	Application Pending:	NO	
Property:	YES	Passenger:	NO	Household Goods: NO
Private:	NO	Enterprise:	NO	

## Insurance Requirements:

BIPD Exempt:	NO	BIPD Waiver:	NO	BIPD Required:	\$0	BIPD on File:	\$0
Cargo Exempt:	NO			Cargo Required:	NO	Cargo on File:	NO
DOC-3:	YES			Bond Required:	YES	Bond on File:	YES

Blanket Company: INTERSTATE AUTHORITY LLC

Comments:

## Active/Pending Insurance:

Form: 84	Type: SURETY	Posted Date: 04/18/2012
Policy/Surety Number: 3966575	Coverage From: \$0	To: \$10,000*
Effective Date: 04/13/2012	Cancellation Date:	

Insurance Carrier: GREAT AMERICAN INSURANCE CO.  
Attn: PROPERTY & INLAND MARINE DIVISION  
Address: 580 WALNUT ST.  
CINCINNATI, OH 45202 US  
Telephone: (800) 858 - 8335 Fax: (513) 287 - 8230

## Note:

If a carrier is in compliance, the amount of coverage will always be shown as the required Federal minimum (\$5,000 per vehicle, \$10,000 per occurrence for cargo insurance, \$10,000 for bond/trust fund for property brokers, and \$25,000 for bond/trust fund for household good brokers). The carrier may actually have higher levels of coverage.





## Request for Taxpayer Identification Number and Certification

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

Print or type  
 See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>STAT Dispatching &amp; Logistics, LLC</b>	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <span style="margin-left: 100px;">S</span> <input type="checkbox"/> Other (see instructions) ▶	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>1481 Dean Forest Road Bldg 200 Ste C</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Savannah, GA 31405</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number								

Employer identification number										
4	5		-	4	7	8	7	0	8	2

### Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>9-17-2012</b>
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### General Instructions

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

#### Purpose of Form

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

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

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

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

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

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

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