

Welcome

McKinneyTx,75079 Phone: (469) 885-0250 Email: info.nolaelitefb.com www.nolaelitefb.com

Nola Elite Freight Solutions, LLC

Greetings,

On behalf of the entire team at **Nola Elite Freight Solutions**, **LLC**, I would like to extend a warm welcome to you as our newest client. We are thrilled to have the opportunity to work with you and support your shipping and logistics needs.

At **Nola Elite Freight Solutions, LLC**, we understand the importance of reliable, efficient, and cost-effective freight services, and we are committed to providing you with the highest level of service. Whether you are shipping locally or nationally, you can trust that your shipments will be handled with care and precision every step of the way.

Our team is here to ensure your experience with us is smooth and stress-free. If you ever have questions or need assistance, do not hesitate to reach out. We are always available to provide you with the information and support you need.

Thank you for choosing **Nola Elite Freight Solutions, LLC**. We look forward to a successful and long-lasting partnership with you!

Warm regards,

Anequia Brown Founder/CEO Nola Elite Freight Solutions, LLC PH: 469-885-0250



PROPERTY BROKER - SHIPPER TRANSPORTATION AGREEMENT

THIS agreement, "AGREEMENT", made and intended to be	pe effective this (the)day of
, 20by and between (Nola Elite Freight S	Solutions, LLC) located at (McKinney, Tx
75079) ("BROKER") and	("SHIPPER"), having offices
at	collectively, the
"PARTIES".	

RECITALS

- a) WHEREAS BROKER warrants that it is licensed as a Property Broker by the Federal Motor Carrier Safety Administration (FMCSA) in Docket Number MC1734090 and as a licensed broker, arranges for freight transportation. A copy of BROKER's authority is attached as Appendix A and a copy of BROKER's Surety Bond or trust fund agreement is attached as Appendix B; and
- b) WHEREAS SHIPPER, to satisfy some of its transportation needs, desires to utilize the services of BROKER to arrange for transportation of SHIPPER's freight; and
- c) WHEREAS BROKER desires to perform property brokerage services for Shipper, subject to the terms and conditions set forth below:

NOW THEREFORE, intending to be legally bound, BROKER and SHIPPER agree as follows:

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.

Broker represents and warrants that it is duly and legally qualified to operate as a property Broker and to provide the transportation services contemplated herein. Broker agrees to comply with all federal, state and local laws regarding the provision of such Brokerage services. The parties understand and agree that Broker functions as an independent entity, and not as a carrier, in selling, negotiating, providing and arranging for transportation for compensation.

Shipper shall tender certain shipments, from time to time, to Broker. The charges and rates for each shipment shall be provided in a rate agreement. The parties agree that the charges invoiced by Broker shall be the agreed upon contract rate of the parties for the services provided unless such payment is objected to by Shipper within ten (10) days of the invoice date. Shipper agrees to pay Broker within fifteen (15) days of receiving the invoice. Interest will accrue after 30 days of an unpaid invoicing at a rate of (1.5%). Shipper shall also be liable for any expenses, including attorney fees, Broker incurs in collecting its rates and charges.

Broker shall defend, indemnify, and hold harmless Shipper from any loss or damage, including loss, damage or injury to persons or property, that Shipper may incur as a direct result of Broker's negligent acts or omissions. However, it is understood and agreed that Broker assumes no liability for bodily injury, property damage or public liability arising out of the involved transportation. Shipper shall defend, indemnify, and hold harmless Broker from any and all loss or damage, including loss, damage or injury to persons or property, that Broker may incur as a direct result of Shipper's negligent acts or omissions.



Broker represents and warrants that it is an independent contractor under this Agreement and that its agents and/or employees are under Broker's exclusive management and control, and that Shipper neither exercises nor retains any control over Broker, its operations, agents, or employees in any manner whatsoever.

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Broker shall make reasonable efforts to place Shipper's loads with responsible carriers for the purposes of transporting the loads with reasonable dispatch under the direction of Shipper. 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.

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.

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.

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

No party may assign this Agreement without the prior written consent of the other party. However, Broker may co-broker any shipments made on behalf of Shipper under this 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 **TEXAS**. All civil actions filed as a result of disputes arising out of this Agreement shall be filed in the court of proper jurisdiction in the **TEXAS**.



PROPERTY BROKER - SHIPPER TRANSPORTATION AGREEMENT

The language of this Agreement shall be construed according to its fair meaning and shall not be construed against the party or parties drafting it.

This Agreement, including all Appendices and Addenda, constitutes the entire agreement intended by and between the **PARTIES** and supersedes all prior or contemporaneous agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof. The **PARTIES** further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

IN WITNESS WHEREOF, the **PARTIES** hereto have caused this Agreement to be executed in their respective names by their fully authorized representatives as of the dates first above written.

Nola Elite Freight Solutions, LLC	Company:	
Anequia Brown, Owner	Name:	
Signature:	Title:	
Date:/ /	Signature:	
	Date:	//



PROPERTY BROKER - SHIPPER TRANSPORTATION AGREEMENT

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Vendo	r Name			INSURER B:	Name of Insur	ance Company (if applicable)	Enter NAIC#
	r Street Address or P.O. Box			INSURER C:	Name of Insura	ance Company (if applicable)	Enter NAIC#
Vendo	r City, State & Zip Code			INSURER D:	Name of Insura	ance Company (if applicable)	Enter NAIC#
				INSURER E:	Name of Insur	ance Company (if applicable)	Enter NAIC#
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۱ ⊠	COMMERICAL GENERAL LIABILITY	Enter Policy #	Date	Effective	Enter Expiration Date	DAMAGE TO RENTED	\$100,000
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	DEDUCTIBLE						\$
	RETENTION \$Enter Amount						\$
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	ANY PROPRIETOR/PARTNER/EXECU-	Enter Policy #	Date	Effective	Date	E.L. EACH ACCIDENT	\$500,000
	TIVE OFFICER/MEMBER EXCLUDED? If yes, describe under					E.L. DISEASE - EA EMPLOYEE	\$500,000
	SPECIAL PROVISIONS below					E.L. DISEASE - POLICY LIMIT	\$500,000
+-	OTHER		_			C.E. DIOCHOL - I OCIOT CIMIT	4500,000
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ESCRI	TION OF OPERATIONS / LOCATIONS / VEHIC	LES / EXCLUSIONS ADDED BY E	NDORSE	EMENT / SPECIA	AL PROVISIONS		
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viatio Penn	n Week Events (Show Management)/Free Plaza, 25th Floor	eman/DCC		SHOULD AN	Y OF THE ABOVE DES	CRIBED POLICIES BE CANCELLE INSURER AFFORDING COVERAC O THE CERTIFICATE HOLDER NA	SE WILL ENDEAVOR TO
	rk NY 10121 ate: April 2-5, 2012			_		NO OBLIGATION OR LIABILITY	



Nola Elite Freight Solutions, LLC McKinneyTx,75079 Phone: (469) 885-0250

Email: info.nolaelitefb.com

PROPERTY BROKER - SHIPPER TRANSPORTATION AGREEMENT

FORM BMC-84	Revised 05/19/2017			OMB No.: 2126-0017	Expiration: 05/31/2020
			USDOT Number:	Date Re	ceived:
	with a collection of information of the valid OMB Control Number is estimated to be approximated to be approximated to the collection of t	mation subject to the requirements ber. The OMB Control Number for imately 10 minutes per response, in of information. All responses to this	is not required to respond to, nor shall a of the Paperwork Reduction Act unless this information collection is 2126-0017. cluding the time for reviewing instruction collection of information are mandatory suggestions for reducing this burden to: I: 1, D.C. 20590.	nat collection of information Public reporting for this coll ns, gathering the data needed Send comments regarding t	displays a current ection of information , and completing and his burden estimate or
	States Department of Tra I Motor Carrier Safety				
	Broker's or Freig	ght Forwarder's Surety	Bond under 49 U.S.C. 139	06	
	FORM	BMC-84			
	KNOW ALL MEN BY TH	HESE PRESENTS, that we,			
		(Nan	e of Broker or Freight Forwarder)		
	of		(City)	(State)	(Zip)
	as PRINCIPAL (hereina	after called Principal), and			
	a corporation, or a Ris		me of Surety) I under the <u>Liability Risk Retention</u> A	Act of 1986, Pub. L. 99-56	3, created and existing
	under the laws of the	State of	(hereinafter called Surety), are l	neld and firmly bound ur	nto the United States of
	heirs, executors, admi WHEREAS, the Princip the rules and regulati of motor carriers and financial responsibilit	nistrators, successors, and assi bal is or intends to become a Br ons of the Federal Motor Carri shippers, and has elected to fil	t forwarder, for which payment, we gns, jointly and severally, firmly by roker or Freight Forwarder pursuant er Safety Administration relating to le with the Federal Motor Carrier Sa ortation subject to the <u>ICC Termination</u>	these presents. to the provisions of Title insurance or other secur fety Administration such	49 U.S.C. 13904, and ity for the protection a bond as will ensure
	WHEREAS, this bond i of Transportation by r Administration, relati	is written to assure compliance motor vehicle with 49 U.S.C. 13 ng to insurance or other securi	by the Principal as either a licensed 906(b), and the rules and regulation ty for the protection of motor carrie Principal may be legally liable for an	ns of the Federal Motor C ers and shippers, and sha	arrier Safety Il inure to the benefit of
	NOW, THEREFORE, the by motor vehicle any perform, fulfill, and ca supplying of transpor	e condition of this obligation is sum or sums for which the Pri arry out all contracts, agreementation subject to the ICC Termi	s such that if the Principal shall pay ncipal may be held legally liable by nts, and arrangements made by the ination Act of 1995 under license is void, otherwise to remain in full forc	reason of the Principal's Principal while this bond ued to the Principal by t	otor carriers or shippers failure faithfully to d is in effect for the
	or payments shall am the amount of said pe	ount in the aggregate to the p enalty. The Surety agrees to fur	any payment or succession of payr enalty of the bond, but in no event nish written notice to the Federal N de by said Surety under this bond.	shall the Surety's obligat	ion hereunder exceed
	Principal as stated her cancel this bond by w become effective thir Motor Carrier and Bro which arise as the resi transportation after the hereunder for the pay for the supplying of tr	rein and shall continue in force ritten notice to the Federal Mo ty (30) days after actual receip ker Surety Bond. The Surety sh ult of any contracts, agreemen he termination of this bond as rment of any such damages ar ransportation prior to the date	e until terminated as hereinafter pro tor Carrier Safety Administration at t of said notice by the FMCSA on the hall not be liable hereunder for the ts, undertakings, or arrangements in herein provided, but such terminat ising as the result of contracts, agre- such termination becomes effective	wided. The Principal or the its office in Washington, prescribed Form BMC-3 payment of any damages made by the Principal for ion shall not affect the lice ements, or arrangements.	ne Surety may at any time, DC, such cancellation to 16, Notice of Cancellation to 16, Notice of Cancellation to the supplying of ability of the Surety s made by the Principal
			a Broker Surety Bond has been issue Section 387.315 of Title 49 of the Co		

FORM BMC-84 Page 1 of 2

Falsification of this document can result in criminal penalties prescribed under $\underline{18 \text{ U.S.C.}}$ 1001.



PROPERTY BROKER - SHIPPER TRANSPORTATION AGREEMENT



U.S. Department of Transportation Federal Motor Carrier Safety Administration 1200 New Jersey Ave., S.E. Washington, DC 20590

SERVICE DATE December 05, 2019

PERMIT
MC-123456
U.S. DOT No. 1234567
ABCXYZ TRUCKING INC
YOURTOWN, CA

This Permit is evidence of the carrier's authority to engage in transportation as a contract carrier of property (except household goods) by motor vehicle in interstate or foreign commerce.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to 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). Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Service must be performed under a continuing agreement with one or more persons.

Jeffrey L. Secrist, Chief

Affy t. Sient

www.nolaelitefb.com



PROPERTY BROKER - SHIPPER TRANSPORTATION AGREEMENT

FORM BOC-						
			USE	OOT Number:	Date Receiv	ed:
	Please note, the expiration of form with the Office of Man For questions, please contac	agement and Budget. Tl	nis requirement to c	collect information as	requested on this form of	loes not expire.
	Tenga en cuenta que la fecha información para este formu en este formulario no expira. Licencias y División de Segu	de caducidad indicada lario con la Oficina de G Para preguntas, por fav	en este formulario se estión y Presupuesto	e refiere al proceso de 1 o. Este requisito para 1	renovación de la solicitua recopilar información con	l de recoger de no se solicita
	A federal agency may not condu a collection of information subje Control Number. The OMB Con to be approximately 10 minutes collection of information. All res of this collection of information. Administration, MC-RRA, 1200	ect to the requirements of the atrol Number for this inform per response, including the sponses to this collection of the including suggestions for r	e Paperwork Reduction nation collection is 212 time for reviewing inst information are mand educing this burden to	n Act unless that collecting 6-0015. Public reporting tructions, gathering the d atory. Send comments re	on of information displays a for this collection of inform lata needed, and completing garding this burden estimate	current valid OMB ation is estimated and reviewing the e or any other aspect
	Una agencia federal no puede cor recolección de información sujeta Control OMB válido. El Número es estimado en aproximadamente revisar la recolección de informac estimada ó cualquier otro aspecto Información, Administración Fee	a los requerimientos del Act de Control OMB para esta re 210 minutos por respuesta, i ción. Todas las respuestas a e o de esta recolección de infor	o de Reducción de Pape ecolección de informaci ncluyendo el tiempo par sta recolección de infor nación, incluyendo sug	eleo, a menos que la recolo ón es 2126-0015. El repor ra revisar las instruccione mación son mandatorias. erencias para reducir esta	ección de información muestr te público para esta recoleccio s, obtener los datos necesitado Enviar los comentarios respe carga a: Oficial de Clarificac	e un Número de ón de informacion os y completar y ccto a esta carga
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Nola Elite Freight Solutions, LLC McKinneyTx,75079 Phone: (469) 885-0250

Email: info.nolaelitefb.com

PROPERTY BROKER - SHIPPER TRANSPORTATION AGREEMENT

Request for Taxpayer **Identification Number and Certification**

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

Form **W-9** (Rev. 3-2024)

	Revenue Service Go to WWW.ns.gov/r-om/war for inside you begin. For guidance related to the purpose of Form W-9, see P		madon.		
Delor	1 Name of entity/individual. An entry is required. (For a sole proprietor or dis		name on line	1, and enter the busines	ss/disregarded
	entity's name on line 2.)				
	2 Business name/disregarded entity name, if different from above.				
Print or type. See Specific Instructions on page 3.	3a Check the appropriate box for federal tax classification of the entity/individently only one of the following seven boxes. Individual/sole proprietor	Exemptions (codes a certain entities, not i see instructions on personal exempt payee code (if a code). Exempt payee code (if a code).	individuals; page 3):		
	Note: Check the "LLC" box above and, in the entry space, enter the arclassification of the LLC, unless it is a disregarded entity. A disregarded box for the tax classification of its owner. Other (see instructions)	Exemption from Foreig Compliance Act (FATC code (if any)	n Account Tax		
Prin		" I I "D" 'k-I 'k-I		5565 (11 611))	
Specii	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC and you are providing this form to a partnership, trust, or estate in which this box if you have any foreign partners, owners, or beneficiaries. See instructions.	h you have an ownership interest		(Applies to accounts outside the United	
See	5 Address (number, street, and apt. or suite no.). See instructions.	Reque	ester's name	and address (optional)	
	6 City, state, and ZIP code				
	7 List account number(s) here (optional)				
Par	Taxpayer Identification Number (TIN)				
Enter	your TIN in the appropriate box. The TIN provided must match the na	me given on line 1 to avoid	Social se	curity number	
	p withholding. For individuals, this is generally your social security nu				
	nt alien, sole proprietor, or disregarded entity, see the instructions for				
	s, it is your employer identification number (EIN). If you do not have a	number, see How to get a	or		* * * *
TIN, la	ter.		Employer	r identification number	2
	If the account is in more than one name, see the instructions for line er To Give the Requester for guidelines on whose number to enter.	1. See also What Name and		-	
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	penalties of perjury, I certify that:				
2. I am Ser	number shown on this form is my correct taxpayer identification num not subject to backup withholding because (a) I am exempt from baviote (IRS) that I am subject to backup withholding as a result of a failuonger subject to backup withholding; and	ckup withholding, or (b) I have	not been n	otified by the Internal	
3. I an	a U.S. citizen or other U.S. person (defined below); and				
	FATCA code(s) entered on this form (if any) indicating that I am exem				
becaus	cation instructions. You must cross out item 2 above if you have been se you have failed to report all interest and dividends on your tax return. tition or abandonment of secured property, cancellation of debt, contribution han interest and dividends, you are not required to sign the certification,	For real estate transactions, ite itions to an individual retiremen	m 2 does no t arrangeme	ot apply. For mortgage ent (IRA), and, generally	interest paid, , payments
Sign Here	Signature of U.S. person	Date			
Gar	neral Instructions	New line 3b has been ac	Ided to this	form. A flow-through	entity is
	n references are to the Internal Revenue Code unless otherwise	required to complete this li foreign partners, owners, o to another flow-through en	ne to indica r beneficiar	ate that it has direct or ries when it provides t	r indirect he Form W-9
Future	developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted ney were published, go to www.irs.gov/FormW9.	change is intended to prov regarding the status of its beneficiaries, so that it can	ide a flow-t ndirect fore satisfy any	through entity with info eign partners, owners, applicable reporting	ormation or
Wha	at's New	requirements. For example partners may be required t Partnership Instructions fo	o complete	Schedules K-2 and K	(-3. See the
this lin	a has been modified to clarify how a disregarded entity completes e. An LLC that is a disregarded entity should check the	Purpose of Form		A CONTRACTOR OF THE CONTRACTOR	
appro	priate box for the tax classification of its owner. Otherwise, it I check the "LLC" box and enter its appropriate tax classification.	An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they			

Cat. No. 10231X