

**SUSQUEHANNA SALT LAKE, LLC
ISO AGENT AGREEMENT**

THIS ISO AGENT AGREEMENT (this “Agreement”) is made effective as of ___/___/___ (the “Effective Date”) by and between **SUSQUEHANNA SALT LAKE, LLC**, a Utah limited liability company (“Susquehanna”), and _____JB2 FUNDING_____, a _____CALIFORNIA S CORP_____ (“Agent”). Susquehanna and Agent are individually referred to herein as a “P arty” and collectively as the “Parties.”

RECITALS:

WHEREAS, Susquehanna purchases from merchants (“Merchants”) a percentage of future credit card, debit card, bank card and/or other charge card (collectively, “Credit Card”) receivables due to Merchants and/or a percentage of the proceeds of future sales by Merchants for an amount agreed upon by Susquehanna and each Merchant (generally, the “Susquehanna Program”); and

WHEREAS, Agent wishes to promote the Susquehanna Program, assist with its implementation and refer potential Merchants to Susquehanna that may wish to participate in the Susquehanna Program, all subject to the terms hereof; and

NOW, THEREFORE, in consideration of the mutual promises herein made, and in consideration of the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Promotion of the Susquehanna Program.

(a) Generally. During the Term (as defined below) Agent will market and promote the Susquehanna Program in accordance with the terms and conditions of this Agreement and will assist prospective Merchants in completion and submitting to Susquehanna an application for participation in the Susquehanna Program in a form acceptable to Susquehanna. Agent acknowledges that Agent shall not be the only or exclusive sales agent of the Susquehanna Program for Susquehanna and that Susquehanna may, at its sole discretion, enter into agreements and arrangements with other sales agents, reseller and channel partners.

(b) Susquehanna Program Promotional Materials. Under no circumstances shall Agent have any right, in the course of carrying out its obligations or rights hereunder, to offer or present any material (printed, electronic or otherwise) to any prospective Merchant, actual Merchant or any other third party that has not been approved in advance in writing by Susquehanna. Only Susquehanna shall be authorized to accept, ratify or finalize any agreement between a Merchant and Susquehanna regarding the Susquehanna Program (a “Merchant Agreement”) and include a Merchant in the Susquehanna Program. Susquehanna may, at its sole and absolute discretion decline to accept any Merchant to the Susquehanna Program for any reason whatsoever. Under no circumstances shall Agent indicate that it has any right to accept or decline a Merchant application for a Merchant Agreement nor shall it hold out or represent to any third party that is has the right to: (i) modify in any way or accept any Merchant Agreement; or (ii) include a Merchant in the Susquehanna Program. No agreement made by or through Agent or its Affiliates shall be legally or otherwise binding on Susquehanna until accepted in writing by a duly authorized officer of Susquehanna.

(c) Representations Regarding Agent Services. Agent shall not make any representations or warranties regarding the Susquehanna Program except for those representations and warranties that are approved in writing by Susquehanna.

(d) Program Administration. While Agent has the right to market and promote the Susquehanna Program in accordance with the terms and conditions of this Agreement, Susquehanna retains the right to provide the Susquehanna Program as it deems appropriate. Susquehanna retains the right to cancel or change any part of the Susquehanna Program, including but not limited to pricing, at any time and in any manner Susquehanna deems appropriate, without prior notice to, or consent from, Agent.

(e) Acceptance of Merchants. Agent acknowledges and agrees that Susquehanna’s decision whether to accept or reject any application from a prospective Merchant that has been referred to Susquehanna by Agent is within the sole discretion of Susquehanna and can be denied for any reason whatsoever without explanation.

2. Agent Compensation.

(a) Agent Compensation Schedule. Susquehanna shall pay compensation to the Agent in accordance with the Agent Compensation Schedule attached hereto as Schedule A (“Compensation”) for Merchants referred to Susquehanna by Agent where a Merchant has entered into a Merchant Agreement in a form prescribed by Susquehanna as a direct result of the referral by Agent.

(b) Conditions Precedent. If a Merchant is referred by Agent to Susquehanna but does not execute a Merchant Agreement within thirty (30) days of such referral, then Agent forfeits its rights to commissions or other compensation with respect of that Merchant. If a Merchant referred by Agent defaults under its Merchant Agreement within the first sixty (60) days after funding under the Merchant Agreement, Agent shall immediately return to Susquehanna all Compensation received with respect to such Merchant and, if Agent fails to do so, then without limiting Agent’s obligation to repay such amounts or any other rights of Susquehanna, Susquehanna may set off the amount of such Compensation against other amounts due to Agent hereunder. If a Merchant ceases procuring services from an Susquehanna designated credit card processor, no further Compensation (including “Ongoing Compensation” (as defined on Schedule A) shall be payable in respect of that Merchant. In the event that a Merchant terminates or is in default of its obligations under a Merchant Agreement, no further Compensation (including Ongoing Compensation) shall be paid in respect of such Merchant. Notwithstanding anything to the contrary herein, Agent must refer no less than two new Merchants to Susquehanna each calendar month that participate in the Susquehanna Program to remain “Active.” In any month an Agent is “Inactive,” the Agent shall automatically forfeit any rights to any Compensation with respect to Agent’s Merchant portfolio with Susquehanna. During the Term, an Agent may return to “Active” status after becoming “Inactive” by referring two or more Merchants that participate in the Susquehanna Program during a calendar month that receive cash advances.

(c) Existing Merchants. Notwithstanding anything to the contrary, Agent shall not be entitled to receive any Commissions with respect to Merchants who have an existing relationship with Susquehanna or any of its Affiliates on the Effective Date.

(d) Payment. Compensation due to Agent under this Section 2 shall be paid in accordance with the Agent Compensation Schedule.

(e) Reporting. Susquehanna shall deliver to Agent a weekly report showing the calculation of the Compensation paid in reasonable details so as to permit the Agent to reconcile the amounts paid to Agent against the amounts due to Agent under this Agreement.

(f) Survival. Payment of Compensation under this Section 2 for referrals made during the Term shall continue and survive termination of this Agreement except as otherwise provided herein, including Sections 2(b) and Section 5 hereof.

3. Independent Contractor.

(a) No Agency. Each Party shall act as an independent contractor of the other Party. Agent, Agent’s Affiliates and each of their respective officers, directors, members, managers, stockholders, partners, members, managers, employees, contractors, agents and representatives (collectively, the “Agent Parties”) shall not be considered or deemed to be an agent, employee, partner or joint venture partner of Susquehanna or any of its Affiliates. No Agent Party shall have authority to contract for or bind Susquehanna or any of its Affiliates in any manner and shall not represent itself as an agent or employee of Susquehanna or any of its Affiliates.

(b) Taxes and Fees. Each Party bears full responsibility for paying any and all federal and state taxes, employment taxes, FICA and FUTA, unemployment insurance taxes, and any other required taxes or business license fees, including any such taxes or fees arising in connection with such Party’s business or its performance hereunder.

(c) No Reimbursement of Expenses. Except as otherwise provided herein, the Parties shall each be responsible for all of their own business expenses and all expenses in connection with their performance under this Agreement. Without limiting the generality of the foregoing, Agent shall be responsible for compensating its employees and agents with respect to any referrals made by such employees or agents on such terms and conditions as may be agreed from time to time between Agent and such employees or agents.

4. Agent Identification. In connection with the performance of its obligations hereunder, Agent shall clearly identify itself with its own legal or business name, and shall disclose to all third parties that it is an agent of Susquehanna for the promotion of the Susquehanna Program. Agent agrees that its actions and the actions of the Agent Parties shall be governed, controlled and directed by, and shall be in full compliance with, the terms and conditions hereof and shall at all times and in respect of all parties and third parties be construed as actions taken by Agent subject to the terms hereof. Agent acknowledges and agrees that Susquehanna shall not be liable in any manner for any liability of Agent to any third party for any reason. Agent shall be responsible to ensure that all Agent Parties who are involved in the performance of Agent's obligations under this Agreement are adequately trained to perform hereunder and conform to all of the provisions hereof. Agent covenants and agrees that that the Agent Parties shall abide by the obligations of the Agent set out in Schedule A attached hereto.

5. Term and Termination.

(a) Term. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue for an initial term of one (1) year, unless sooner terminated in accordance with the provisions hereof. Subject to earlier termination in accordance with the provisions hereof, the Term of this Agreement shall be automatically extended for one (1) year renewal terms upon the expiration of the initial Term or the then applicable renewal Term, unless either Party gives written notice of termination to the other not less than thirty (30) days prior to the expiration of the initial Term or the then applicable renewal Term.

(b) Termination. Either Party may terminate this Agreement at any time upon not less than thirty (30) days prior written notice to the other Party. Either Party may terminate this Agreement at any time upon written notice to the other Party upon the occurrence of any of the following events: (i) the other Party fails to comply with or to perform any of its duties or obligations under this Agreement, and such failure continues for ten (10) days after written notice from the other Party specifying such failure, or (ii) any representation or warranty made, or information provided, by the other Party pursuant to this Agreement or otherwise are found to be false in any material respect. In addition, Susquehanna may terminate this Agreement immediately upon written notice to Agent in the event of Agent's breach of Section 8 or Section 9 hereof or if, as determined by Susquehanna in its sole discretion, Agent or any of the Agent Parties take any action which could reasonably be expected to have adverse effect on the Susquehanna Program, Susquehanna or any of its Affiliates, any of Susquehanna's other programs or any officers, employees, agents or Merchants of Susquehanna.

(c) Effect of Termination. Upon termination of this Agreement pursuant to any provision of this Section 5, each Party shall, immediately: (i) deliver to the other Party all documentation and other property that belongs to the other Party; (ii) refrain from any action, including without limitation, advertising, which states or implies that this Agreement remains in effect; and (iii) discontinue the use of all Confidential Information and other intellectual property of the other Party.

(d) Outstanding Obligations. This Agreement shall remain in force and effect to and until all of the rights and obligations hereunder of the parties hereto arising on or before the termination hereof shall have been satisfied and performed in full in accordance with the terms hereof. Notwithstanding anything to the contrary, no further Compensation shall be payable if so provided in Section 2(b) or if Susquehanna terminates this Agreement pursuant to the last sentence of Section 5(b) hereof.

(e) Cumulative Remedies. The remedies of the Parties provided in this Agreement shall be cumulative and in addition to any other rights and remedies available to the Parties at law or in equity.

6. Representations and Warranties. Each Party hereby represents and warrants to the other Party that the statements contained in this Section 6 are true and correct as of the Effective Date: (a) it is a corporation, limited liability company or other entity organized, validly existing and in good standing under the laws of its state of incorporation or formation as set forth in the recitals hereto; (b) it has full authority and power to enter into this Agreement and to perform its obligations under this Agreement; (c) the performance of its obligations under this Agreement will not violate any applicable law or regulation or any agreement, court order or decree to which it may be bound; (d) this Agreement represents its valid and binding obligation, enforceable against it in accordance with its terms; (e) it will comply with all applicable state and federal laws and regulations in connection with the performance of its duties and obligations under this Agreement; (f) it is not a party to any pending suit, proceeding, or arbitration, the outcome of which could have a material adverse effect on its ability to perform its obligations hereunder; (g) it has never been fined or penalized by Visa, MasterCard, NACHA

or any other association in the credit, payments or banking industry; and (h) it is not on the Member Alert to Control High-Risk merchants list of MasterCard or any other similar list.

7. Additional Covenants of Agent. Agent further covenants that, during the Term and thereafter for so long as it is bound by the non-solicitation provisions set forth in Section 8 hereof, it shall: (a) comply with any and all policies and guidelines established by Susquehanna relating to the Susquehanna Program; (b) where appropriate, inform prospective Merchants that they are required to change Credit Card processors in order to participate in the Susquehanna Program; (c) accurately describe the Susquehanna Program; (d) immediately inform Susquehanna of any changes that become known to Agent in the address, ownership or business or operations of itself or of any Merchant; (e) deliver to Susquehanna all documents required as part of a Merchant application together with each application, including, without limitation: Merchant Agreement, application form, voided Merchant check, Merchant statements, and any other documents required according to Susquehanna guidelines, such as they may be from time to time; (f) not use any promotional material for the Susquehanna Program without the prior written consent from Susquehanna, including, without limitation, any logo, trademark or mark of any kind of Susquehanna or any of its Affiliates; and (g) not cause or solicit a Merchant to terminate or alter its Credit Card processing to another bank or processor which has no contractual affiliation with Susquehanna or any of its Affiliates.

8. Non-Solicitation. During the Term and thereafter for a period of two (2) years after the last day of the Term or the date on which Agent stops receiving Compensation hereunder, whichever is later to occur, Agent and the Agent Parties shall not, directly or indirectly, (a) interfere in any manner whatsoever, directly or indirectly, with Susquehanna's contractual relationship with any Merchant or other client of Susquehanna; (b) cause or attempt to cause any Merchant or other client of Susquehanna to terminate its agreement with Susquehanna; (c) knowingly solicit the business of any current Merchant or other client of Susquehanna for any competitor of Susquehanna; or (d) solicit for hire any employee, sales agent, sales representative, or independent sales representative of Susquehanna.

9. Confidential Information.

(a) Each Party acknowledges that it may directly or indirectly disclose Confidential Information (as defined below) to the other Party in the course of negotiation of and performance of this Agreement. All such Confidential Information disclosed hereunder shall remain the sole property of the disclosing Party (or other third party), and the receiving Party shall have no interest in, or rights with respect thereto, except as set forth herein. Each Party agrees to treat such Confidential Information with the same degree of care and security as it treats its most confidential information. Each Party may disclose such Confidential Information to employees and agents who require such knowledge to perform services under this Agreement. Except as otherwise contemplated by this Agreement, neither Party shall disclose the Confidential Information of the other party to any third party without the prior written consent of the disclosing Party, and the duty of confidentiality created by this Section shall survive any termination of the Agreement.

(b) "Confidential Information" means all proprietary, secret or confidential information or data relating to either Party and its Affiliates, operations, employees, products or services, clients, customers or potential customers. Confidential Information shall include customer lists, card member account numbers, pricing information, computer access codes, instruction and/or procedural manuals, and the terms and conditions of this Agreement. Information shall not be considered Confidential Information to the extent, but only to the extent, that such information is: (i) already known to the receiving party free of any restriction at the time it is obtained; (ii) subsequently learned from an independent third party free of any restriction and without breach of this Agreement; (iii) or becomes publicly available through no wrongful act of the receiving party; (iv) independently developed by the receiving Party without reference to any Confidential Information of the other; or (v) required to be disclosed by law.

10. Notices. Any notices and other communications required or permitted hereunder shall be in writing and shall be effective upon delivery by hand or upon receipt if sent by a nationally recognized overnight courier service (appropriately marked for overnight delivery) or upon transmission if sent by email or facsimile (with request for immediate confirmation of receipt in a manner customary for communications of such respective type and with physical delivery of the communication being made by one or the other means specified in this Section as promptly as practicable thereafter) or five (5) days after mailing if sent by certified mail return receipt requested. Notices shall be addressed to the applicable Party's address as set forth below. Any Party may change the address to which notices are required to be sent by giving notice of such change in the manner provided in this Section.

11. Entire Agreement. This Agreement (including all exhibits, agreements and other documents referred to herein) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party, except that Susquehanna shall be permitted to assign its rights and delegate its duties hereunder without Agents' consent, (a) to an Affiliate of Susquehanna, or (b) if such assignment is in connection with a sale of a division of Susquehanna or all or substantially all of Susquehanna's assets or business, or a corporate restructuring of Susquehanna, provided that the assignee or successor in interest resulting from the corporate restructuring, as applicable, assumes all of the liabilities and obligations of Susquehanna in writing. Upon a permitted assignment under clause (b) above, Susquehanna shall be relieved of further liability hereunder.

13. Amendments and Waivers. No amendment or waiver of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Agent and Susquehanna.

14. Remedies. Each Party acknowledges that any breach of Section 8 or Section 9 (the "Restrictive Covenants") by a Party will cause the other Party irreparable harm for which there is no adequate legal remedy, and agrees that in the event of any actual or threatened breach of any Restrictive Covenant, the non-breaching Party shall be entitled to temporary and permanent injunctive relief and all other appropriate equitable relief (including a decree of specific performance), without being required to (i) show any actual damage or irreparable harm, (ii) prove the inadequacy of its legal remedies, or (iii) post any bond or other security. The foregoing remedies of the non-breaching Party may be exercised without prejudice to (and are cumulative with) the non-breaching Party's other available rights and remedies at law, in equity, or under this Agreement, including the non-breaching Party's right to monetary damages arising from any breach of this Agreement by the breaching Party. In the event that any court of competent jurisdiction shall determine that any of the Restrictive Covenants are unenforceable, the Parties hereto agree that it is their desire that such court substitute an enforceable restriction in place of any restriction so deemed unenforceable, and that the substitute restriction be deemed incorporated herein and enforceable against the breaching Party. In so determining any such enforceable substitute restriction, it is the intent of the Parties hereto that the court recognize that it is their intent that the foregoing restrictions be imposed and maintained to the greatest extent possible.

15. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

16. Survival. Sections 2, 3, 4, 5 and 7 through 20 shall survive any termination of this Agreement, as shall each other term or provision of this Agreement that would by its very nature or terms survive the termination of this Agreement. Except as otherwise provided in this Section, all other obligations will terminate upon the termination of this Agreement.

17. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts (including by means of facsimile), each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures to this Agreement may be transmitted by facsimile or electronic delivery and such transmission shall be deemed an original.

18. Choice of Law and Jurisdiction. This Agreement and the rights of the Parties under it shall be governed by and construed in all respects in accordance with the laws of the State of Utah, without giving effect to any choice of law provision or rule (whether of the State of Utah or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of Utah). Each of the parties to this Agreement irrevocably and unconditionally (a) agrees that any suit, action or other legal proceeding arising out of or relating to this Agreement shall be brought in a court of competent jurisdiction sitting in Salt Lake County, Utah; (b) consents to the jurisdiction of such court in any such suit, action or proceeding; (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in such court; and (d) agrees that service of process in any action or proceeding may be affected on such Party by recognized overnight courier as provided in this Agreement or in such other manner as may be provided under applicable laws or court rules in said state.

19. Definitions. For purposes of this Agreement, an “Affiliate” of any specified person or entity means any other person or entity controlling or controlled by or under common control with such specified person or entity. For the purposes of this definition, “control” when used with respect to any specified person or entity means the power to direct the management and policies of such person or entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” or “controlled” have meanings correlative to the foregoing.

20. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, SUSQUEHANNA SHALL NOT BE LIABLE TO AGENT FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF SUSQUEHANNA HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date written above.

136 E South Temple
Suite 1400
Salt Lake City, UT 84111
Attn: Daniel Lenchner
Tel: 385-722-2411
Fax: 877-907-5669
Email: info@sqhanna.com

SUSQUEHANNA SALT LAKE, LLC

By: _____
Name: _____
Title: _____


Independent Sales Office (ISO)

Please complete the information below.

Address 1 _____
 Address 2 _____
 Address 3 _____

 Attn: _____
 Tel: _____
 Fax: _____
 Email: _____

Legal Name: JB2 FUNDING _____

 By:  _____
 Name: JACOB WHITE _____
 Title: VP _____

SCHEDULE A

AGENT COMPENSATION SCHEDULE

This Agent Compensation Schedule sets out the terms of payment of Compensation under the Susquehanna ISO Agent Agreement (the “Agreement”). In the event of any discrepancy between the terms of this Schedule and the Agreement, the Agreement shall prevail. Agent may be paid Compensation in two forms: a One-Time Lump Sum Compensation and a One-Time Renewal Compensation as detailed below. Compensation is subject to change when changes are made to the Susquehanna Program. Changes to the Susquehanna Program may be made in Susquehanna’s sole discretion.

Agent shall be paid its **One-Time Lump Sum Compensation** in respect of a Merchant within five (5) business days after the purchase price for the purchased amount is paid by Susquehanna to the Merchant (provided the Merchant is still processing with one of Susquehanna’s approved processors and is forwarding Susquehanna all amounts due).

All Compensation is determined by the Purchase Price of the cash advance. The amount of compensation paid will be determined by computing the difference between the published buy rates below and the contracted factor rate for each Merchant multiplied by the Purchase Price.

One-Time Lump Sum Compensation is 100% of the commission percentage, published by Susquehanna as part of the pre-approval email, multiplied by the Purchase Price, for the portion of the Purchase Price funded by Susquehanna and net of the portion of the Purchase Price that the Agent or the Agents assigns may have purchased from lead in accordance with a Participation Agreement between the parties.

One-Time Renewal Compensation is 75% of the One-Time Lump Sum Compensation percentage multiplied by the Purchase Price of any successive Additional Merchant Advance or the commission percentage, published by Susquehanna as part of the pre-approval email for any successive Additional Merchant Advance, multiplied by the Purchase Price, for the portion of the Purchase Price funded by Susquehanna and net of the portion of the Purchase Price that the Agent or the Agents assigns may have purchased from lead in accordance with a Participation Agreement between the parties.

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) JB II FUNDING CORP	
	Business name, if different from above JB2 FUNDING	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 440 E. VIEWCREST DR.	Requestor's name and address (optional)
	City, state, and ZIP code AZUSA, CA 91702	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is 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
or
Employer identification number 01 0763133

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.

Sign Here Signature of U.S. person ▶

Date ▶ **3-30-2017**

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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,