

## Introduction to COGI

COGI Logistic Solutions is a 3PL Logistics solutions provider with a truly global reach, assisting a wide variety of customers with all of their logistics needs – by any mode of transport, to anywhere in the world. Experts in Brokerage, Freight Forwarding, Trucking and Warehousing, finding a tailor solution to your logistics need is our passion.

We don't accept anything as "impossible", and we don't believe in the status quo. Delivering your goods safely and on time is our top and only priority.

At Cogi we don't simply serve customers, we work with friends to our mutual benefit and strive to build long-term relationships. The company was founded on providing the highest levels of service, quality and competitive pricing, without compromising one attribute for another because we know our future depends on yours. Our words is our bond.

Carriers working for Cogi Logistic Solutions, LLC must have a SafeStat Score at or below 75 for both driver and equipment. We WILL be verifying your SafeStat Scores before you pick up any freight for us.

### 6 THINGS WE ASK THAT YOU RETURN TO US

1. **BROKER-CARRIER CONTRACT** (Please SIGN & provide TITLE of person signing contract)
2. Fully completed & current IRS form **W-9**
3. Copy of all **OPERATING AUTHORITIES** that you hold
4. Copy of **CARRIERS INSURANCE CERTIFICATES** (Both Auto Liability & Cargo)
  - Include any commodity exception and/or exclusion**
    - Minimum Auto Liability \$1,000,000
    - Minimum Cargo \$ 100,000
5. **REFERENCES** (from at least 3 customers – brokers OK – form attached)
6. **CARRIER PROFILE** (Please insure at least points with asterisks are completed)

**CARRIER PROFILE**

**COMPANY INFORMATION:**

MC #:		DOT#:		SCAC Code:	
Carrier Name:					
Toll Free:		Tel:		Fax:	
Physical Address:					
City:		State:		ZIP:	
Remit Address:					
City:		State:		ZIP:	
Website:	www.				
Online Tracking:		Yes		No	
Online POD		Yes		No	

Please indicate if you are able to provide a daily list of available equipment and location using one of the following methods:

By Email: Yes No [ops@cogils.com](mailto:ops@cogils.com)  
 By Fax: Yes No 844 360 3220

**DISPATCH CONTACT INFORMATION**

➤ Please add the domain cogils.com to your White List or Safe Lender List

<b>Load Tender Email (s):</b>					
Name:			Title		
Email:					
Tel:		Ext:		Fax:	
Name:			Title:		
Email:					
Tel:		Ext:		Fax:	
Name:			Title:		
Email:					
Tel:		Ext:		Fax:	

**CARRIER REFERENCES (3 minimum)**

**CUSTOMER REFERENCE 1.**

COMPANY NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

TEL#: \_\_\_\_\_ FAX#: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

**CUSTOMER REFERENCE 2.**

COMPANY NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

TEL#: \_\_\_\_\_ FAX#: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

**CUSTOMER REFERENCE 3.**

COMPANY NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

TEL#: \_\_\_\_\_ FAX#: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

**Please DO NOT write below this line**

Response from References

Reference 1:

\_\_\_\_\_  
\_\_\_\_\_

Reference 2:

\_\_\_\_\_  
\_\_\_\_\_

Reference 3:

\_\_\_\_\_  
\_\_\_\_\_

## OUR CREDIT REFERENCE INFORMATION

Established:	September 2016		
Bank:	Frost Bank		
Contact Person:	Gilles Dumont		
Office Phone:	346-444-5144		
Federal ID:	81-381-7619		
Account payable Contact NAME:	Gilles Dumont		
Account Payable Contact Email:	<a href="mailto:info@cogils.com">info@cogils.com</a>	Accounts payable Contact Tel:	346-444-5144
<b>Required for Pmt:</b>	<ol style="list-style-type: none"> <li><b>Carrier's Invoice</b></li> <li><b>Original B/L or Delivery Receipt SIGNED BY CONSIGNEE</b></li> </ol>		

## TRADE REFERENCES

**Calitrans/** Margie Arias  
1000 FM 1960 SUITE 208  
Houston, TX 77090  
Cell (832)-605-4626  
Direct (281)-587-0657  
Fax (832)-553-3009

**JAM International Inc/** Julie Moore  
25723 Richards Road  
Spring, TX 77386  
Direct (281)-419-2526  
Fax (281)-419-2523  
[Julie@jamintlinc.com](mailto:Julie@jamintlinc.com)

**Container Logistics Group /** Brianna Goodwin  
60 Lister Ave.  
Newark, NJ 07105  
Direct (973) 271-9158

**Top Flight Transportation/** Devontee Delaney  
8799 N. Loop E. Suite 220  
Houston, TX 77029  
Direct (713)-675-1110  
Fax (713) -675-1210

**PGS /** Amelle Honkou  
359 PIKE COURT  
LA Porte, TX 77571  
Cell (410) 258-7111  
[armelle.honkou@pacorini.com](mailto:armelle.honkou@pacorini.com)

**ATS International /** Brandon Nelson  
100 Airport Center Drive  
Jacksonville, FL 32218  
Direct (800)-344-2087  
[brandonn@ATS-INC.com](mailto:brandonn@ATS-INC.com)

## AUTHORITY

DOT# 294 8075  
NVOCC# 026429NF



## BROKER – CARRIER CONTRACT

This Agreement is entered into \_\_\_\_\_, 20\_\_\_\_ by and between COGI Logistic Solutions, LLC (“BROKER”), a Federal  
(Month) (Date)  
Motor Carrier Safety Administration (“FMCSA”) broker assigned DOT# 294 8075, and \_\_\_\_\_  
 (“CARRIER”), an FMCSA motor carrier assigned MC - \_\_\_\_\_ and USDOT No. \_\_\_\_\_ (“Operating  
Authority”)

### 1. CARRIER REPRESENTS AND WARRANTS THAT IT:

- A. Is an FMCSA motor carrier of property issued the Operating Authority described above.
- B. Shall transport shipments under its own operating authority and subject to the terms of this Agreement;
- C. Agrees that a shipper’s insertion of BROKER’s name as the carrier on a bill of lading shall be for the shipper’s convenience only and shall not change BROKER’S status as a broker nor CARRIER’S status as a motor carrier.
- D. Will not re-broker, assign, or interline any shipment hereunder, without prior written consent of BROKER.
- E. Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of this services.
- F. CARRIER will notify BROKER immediately if its Operating Authority is revoked, suspended, or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership; and/or if any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.
- G. CARRIER shall defend, indemnify and hold BROKER and its shipping/customer harmless from any and all claims, actions or damages, arising out of CARRIER’S performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death; provided, however that CARRIER shall not be liable for any claims, actions or damages to the extent that the claims, action or damage is due to the negligence or intentional act of the BROKER. The obligation to defend shall include all costs of defense as they accrue.
- H. Does not have an “Unsatisfactory” safety rating issued by the FMCSA and will notify BROKER in writing immediately if its safety rating is changed to “Unsatisfactory” or “Conditional”.
- I. Authorizes BROKER To invoice CARRIER’s freight charges to shipper, consignee, or third parties responsible for payment.

### 2. BROKER RESPONSIBILITIES

- A. BROKER agrees to solicit and obtain freight transportation business for CARRIER to the mutual benefit of CARRIER and BROKER, and shall offer CARRIER at least (1) shipment annually. BROKER shall inform CARRIER of a (a) place of origin and destination of all shipments; and (b) if applicable, any special shipping instructions or special equipment requirements, of which BROKER has been timely notified.
- B. BROKER agrees to conduct all billing services to shippers or bill-to parties. CARRIER shall invoice BROKER for CARRIER’S charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER’S Dispatch Information document which is incorporated herein by this reference.
- C. Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written confirmation of rates, including confirmations by billing and payment, shall be incorporated herein by this reference. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by the Parties.
- D. CARRIER agrees that BROKER is the sole party responsible for payment of CARRIER’S charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. BROKER agrees to pay CARRIER’S invoice within 30 days of Terms of this Agreement. In no event shall CARRIER seek to collect any of its charges from the shipper, consignee, third party bill-to party or any other person.
- E. BROKER’S responsibility is limited to arranging for, but not actually performing, transportation of shipper’s freight.

### 3. CARRIER RESPONSIBILITIES:

A. CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.

B. CARRIER shall issue a bill of lading in compliance with 49 U.S.C. §80101 et. Seq., and 49 C.F.R. §373.101 for the shipments it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility /liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment terms, released rates or released value) inconsistent with the terms of this Agreement or the Dispatch Information Document shall be ineffective. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER.

#### C. LOSS & DAMAGE CLAIMS:

i. CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the FMCSA for processing all loss and damage claims and salvage.

ii. CARRIER's liability for any cargo damage, loss, delay, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. §14706.

iii. CARRIER's indemnification liability (Par 1.G) for freight loss and damage claims under this subpar C (ii) shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under subpar (ii) above.

iv. Notwithstanding the terms of 49 C. F. R. §370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within 30 days of receipt of the claim. Failure of CARRIER to pay, decline, or offer settlement within this 30 day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.

v. CARRIER's liability for cargo damage, loss, delay, or theft from any cause for any other shipment, under sub-par above, shall not exceed \$100,000 unless CARRIER is notified by BROKER or Shipper of the increased value at least two days prior to shipment pick up.

D. CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: General Liability \$1,000,000; motor vehicle (including hired and non-owned vehicles) \$1,00,000 (\$1,000,000 if transporting hazardous material including environmental damages due to release or discharge of hazardous substances); cargo damage/loss, \$100,000; worker's compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirement of the FMCSA and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid CARRIER'S liability due to any exclusion or deductible in any insurance policy.

E. CARRIER automatically assigns the BROKER all its right to collect freight charges from shipper or any responsible third party on receipt of payment from BROKER.

### 4. MISCELLANEOUS:

A. It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor and that no employer/employee relationship exists, or is intended. BROKER has no control of any kind over CARRIER, including but not limited to routing of freight, and nothing contained herein shall be construed to be inconsistent with this provision.

B. CARRIER and BROKER acknowledge and agree that this Agreement does not bind the respective parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.



C. WAIVER OF PROVISIONS:

i. Failure of either Party to enforce a break or waiver of any provision or terms of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or omit the right of Either Party to thereafter enforce such a term or provision.

ii. This agreement is for specified services pursuant to 49 U.S. C. §14101 (b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U. S. C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.

D. Venue, controlling law, and jurisdiction in any legal proceeding shall be in the State of Texas, Country of Harris.

E. In any lawsuit, the prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees.

F. Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments for a period of 12 months following termination of this Agreement for any reason, from any shipper, consignor, consignee, or other customer of BROKER, when such shipments of shipper customers were first tendered to CARRIER by BROKER.

G. In addition to Confidential Information protected by law, statutory or otherwise, the parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the parties and their customers, shall be treated as confidential, and shall not be disclosed or used for any reason without prior written consent.

H. This Agreement and each Dispatch Information document may not be amended, except by mutual written agreement.

I. NOTICES :

i. All notices provided or required by this Agreements, shall be made in writing and delivered, return receipt required, to the addresses shown herein with postage prepaid or by confirmed (electronically acknowledged on paper) fax.

ii. The parties shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the party's performance of this Agreement.

iii. Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the parties are notified in writing of any changes in address.

J. The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either party at any time, including the initial term. In the event of termination of this Agreement for any reason, the parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.

K. In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representation, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reasons.

L. The Agreement by be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.

M. Except for Dispatch Information documents, and unless otherwise agreed in writing, this Agreement contains the entire understanding of parties and supersedes all verbal or written prior agreements, arrangements, and understanding of the parties related to the subject matter state herein. The parties further intend that this Agreement Constitutes the complete and exclusive statement of its terms, and no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

Accepted: \_\_\_\_\_

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

IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.

**BROKER - COGI Logistic Solutions, LLC**

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Address)

\_\_\_\_\_  
(Phone#)

\_\_\_\_\_  
(Fax#)

\_\_\_\_\_  
(E-mail)

**CARRIER**

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Address)

\_\_\_\_\_  
(Phone#)

\_\_\_\_\_  
(Fax#)

\_\_\_\_\_  
(E-mail)





## 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)	
	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 type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>																																					
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 <i>How to get a TIN</i> on page 3.																																					
	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;"><b>Social security number</b></td></tr> <tr> <td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td> </tr> <tr><td colspan="9" style="text-align: center;">- - - - -</td></tr> <tr> <td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td> </tr> </table>	<b>Social security number</b>																		- - - - -																	
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<b>Part II Certification</b>	
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).	
<b>Certification instructions.</b> 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 ▶
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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.



## Request for Taxpayer Identification Number and Certification

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

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**123 TRUCKING COMPANY** → **COMPLETE NAME, INCORPORATED, ETC.**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification; check only **one** of the following seven boxes: → **CHECK ONE BOX ONLY**

Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶  
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) ▶

C Corporation  
 S Corporation  
 Partnership  
 Trust/estate

**5** Address (number, street, and apt. or suite no.)  
**12345 HOLLOW LANE**

**8** City, state, and ZIP code  
**HOUSTON, TX**

**7** List account number(s) here (optional)

Exemptions (generally only for certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**FOR INDIVIDUALS**

Social security number

--	--	--	--

or

Employer identification number

9	3	-	1	2	3	4	5	6	7
---	---	---	---	---	---	---	---	---	---

**MUST BE CORRECT TIN NUMBER FOR LINE**

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** Signature of U.S. person ▶ **Audree Smith** ← **SIGNATURE REQUIRED** Date ▶ **4/24/17** ← **DATE REQUIRED**

**General Instructions**

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

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

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.