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## Paperwork Procedures

Please make sure your paperwork is filled out completely and properly. All paperwork must be received into your local terminal no later than Monday at 12 Noon. Any delays in receiving your paperwork will cause a delay in you receiving you settlement check.

- Each ticket you pickup from the crusher should have a 4B Ticket to go with it.
- Ensure your 4B Tickets are filled out completely with good penmanship.
- You **MUST** use your assigned 4B Truck number on all paperwork. Failure to use the correct truck number will result in payment being delayed. We understand you have your own truck number already but when working under our dispatch you must use the 4B truck number assigned.
- If you run low on 4B Tickets please stop by the terminal to get another ticket book.
- **DO NOT** staple any documents you turn in. This causes delays in processing your tickets.

Remember, any delays in receiving your paperwork to your local terminal will result in a delay in receiving your settlement as outlined in this agreement.

I agree and understand these requirements \_\_\_\_\_ (initials)

P.O. Box 9  
Bridgeport, TX 76426



Office: (940) 535-7300  
Fax: (940) 535-7301

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## Owner Operator Checklist

Included in this packet you will find

- ☐ General Agreement Form
- ☐ Driver Application
- ☐ Lease Agreement
- ☐ W9 Tax form
- ☐ Former Employment verification and release (fill out top part ONLY)
- ☐ Statement of on-duty hours
- ☐ Form I-9, Employment Eligibility Verification

Please fill out all the above documents completely and correctly.

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When you return the above packet please include:

- ☐ A copy of your driver's license
- ☐ A copy of your social security card
- ☐ A copy of current truck registration
- ☐ A copy of current trailer registration
- ☐ A copy of your over-weight permit (if applicable)

**4-B TRUCKING, INC.  
TRUCK LEASE AND SERVICE AGREEMENT**

STATE OF TEXAS

COUNTY OF WISE

This Agreement is made and entered into \_\_\_\_\_, by and between

\_\_\_\_\_  
hereinafter referred to as "Contractor",

whose address is

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

and **4-B TRUCKING, INC.**, a Texas Corporation, hereinafter referred to as "Carrier".

**WITNESSETH:**

**WHEREAS**, Carrier is a motor carrier authorized to operate in, among others, the State of Texas;

**WHEREAS**, Contractor is the owner of commercial motor vehicle equipment described in Appendix "A" attached hereto and incorporated herein and is engaged in the business of supplying and operating such equipment; and

**WHEREAS**, Contractor desires to enter into an agreement to perform services for Carrier, and Carrier desires the performance of such services;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree, covenant, contract and stipulate as follows.

1. **LEASE OF EQUIPMENT:** Subject to the terms and conditions stated herein, Carrier hereby agrees to and hereby leases from Contractor the commercial motor vehicle equipment described in Appendix "A" (herein referred to as the "Equipment").

2. **TERM:** This Agreement shall be for an initial term of one (1) month commencing \_\_\_\_\_ . Said lease shall thereafter continue from month to month until:
- (1) terminated at any time and for any reason by Carrier, in which event this lease shall terminate immediately without the necessity of prior written or verbal notice; or
  - (2) upon (30) thirty days prior written notice of cancellation provided by Contractor.
3. **CONTRACTOR IS INDEPENDENT CONTRACTOR:** During the term of this Agreement, it is the intention of the parties that Contractor will conduct all activities under this Agreement as an Independent Contractor to Carrier and not as an employee or servant of Carrier. Neither Contractor nor Carrier will take or permit any action to be taken or permit or allow any circumstance to exist which would cause Contractor or any employee or agent of Contractor to be deemed or held to be any employee or servant of Carrier for any purpose.
4. **SERVICES:** Contractor's obligation under this Agreement is to furnish to Carrier a complete transportation service including but not limited to the furnishing of: (a) the subject Equipment; (b) properly qualified drivers/operators for the Equipment; (c) when and where necessary, loading and unloading of the Equipment; and (d) delivery of commodities from origin to destination, in accordance with customer delivery instruction of dates and times furnished by the Carrier to the Contractor.
5. **CONTRACTOR'S OBLIGATIONS/REPRESENTATIONS/WARRANTIES:**
- a. **Ownership of Equipment.** Contractor represents and warrants that he/she is the owner of the Equipment and that the Equipment described in Appendix "A" is not currently the subject of any other operating agreement or lease agreement and that Contractor will not enter into any other operating agreement or lease agreement regarding the Equipment during the term of this Agreement.
  - b. **Compliance with Rules and Regulations.** Contractor represents and warrants that:
    - (i) the Equipment conforms to and meets the requirements of all applicable federal, state and municipal laws and the rules and regulations, including but not limited to: the Federal Motor Carrier Safety Regulations (the "FMCSR"); the Texas Motor Carrier Safety Regulations, (the "TMCSR"); the TX D.O.T.; TX D.P.S. Regulations; and any other governmental agencies asserting jurisdiction thereover;
    - (ii) all operators/drivers of said Equipment will be duly qualified, as solely determined by Carrier as set forth in Paragraph 7 herein, under appropriate federal, state and municipal laws, rules or regulations; and

- (iii) **the owner/driver shall at all times fully comply with each and every such rule and regulation.**
- c. **Responsibility for Maintenance and Costs.** Contractor shall solely be responsible for the entire cost of operating the Equipment in connection with Contractor's performance under this Agreement, including but not limited to charges, fuel, fuel taxes, empty mileage, permits not provided by Carrier (including replacement cost for lost permits), tolls, ferries, detention and accessorial services, base plates and licenses, maintenance costs, lubricants, tires (including costs associated with changing or repairing tires), insurance premiums, axle, weight or other types of operating taxes, fees or exactions required of or on the subject Equipment or the use of operation thereof, including any unused portions of the foregoing items, and any and all fines and penalties arising out of the use of the subject Equipment, and Carrier shall have no responsibility whatsoever for same. During the term of this Agreement, Contractor shall maintain or cause to be maintained the Equipment in good, proper and safe mechanical operating condition and repair suitable for the hauling, no later than the first Wednesday of each month, of the commodities tendered. Further, Contractor shall keep the Equipment clean as to present a neat appearance.
- d. **Maintenance Report.** Contractor shall provide to Carrier a complete, legible, and accurate copy of the Maintenance Report relative to said Equipment, as may be required by Carrier.
- e. **Driver's Logs.** Contractor shall provide to Carrier, weekly, in accordance with and in full compliance with FMCSR and/or D.O.T. regulations or any similar regulations, full, complete, accurate, and legible driver logs and/or their equivalent.
- f. **Maximum Load.** Contractor and/or his driver/operator will at all times have the sole right and duty to determine that maximum legal load to be transported by the Equipment, and shall not haul any loads under this Agreement in excess of said maximum legal load.
- g. **Notification of Delay.** Contractor shall promptly notify Carrier of each material delay in making a delivery; and, of each mis-delivery or non-delivery of commodities in Contractor's custody.
- h. **Provisions of Operator/Driver.** Contractor shall be solely responsible for providing properly qualified operator/drivers for the subject Equipment as provided in paragraph 7.
- i. **Management of Drivers.** Contractor shall have management and supervision over such drivers, including the hiring, training, disciplining and discharge of such drivers, and shall be responsible for all matters relating to such drivers during the course of their occupation as drivers of the Equipment.

- j. **Contractor's Financial Responsibility of Payments to Drivers.** Contractor shall be solely responsible for the payment of all wages for drivers (including minimum wages and overtime, salaries and benefits due to Contractor's drivers and employees), and Carrier shall have no responsibility whatsoever for same. In conjunction therewith, Contractor shall be solely responsible for computation, reporting and timely payment of all federal, state and local income, social security, self-employment and other similar taxes assessed with respect to the employment and income of such operator/driver, and Carrier shall have no responsibility whatsoever for same. Carrier will not be obligated to compute, or to withhold from payments to Contractor under this Agreement, any amounts which may be payable to any federal, state or local governmental or other agency or entity relating to such driver. Without limitation of the foregoing, Contractor shall have sole responsibility and liability for compliance with the Federal Insurance Contribution Act (FICA), and the Federal Unemployment Tax Act (FUTA), the collection of Income Tax Source Wages (Chapters 21, 23 and 24 respectively, of subtitle C of the Internal Revenue Code of 1954 as amended), and all other applicable city, county, state and federal tax and/or withholding statutes applicable to Contractor or any of its drivers or other employee or agents, and Carrier shall have no responsibility whatsoever for same. Upon request by Carrier, Contractor agrees to supply Carrier good and sufficient evidence confirming Contractor's compliance with state and/or federal tax laws, regulations and requirements.
- k. **Driver Qualification Information.** Contractor shall provide, or cause to be provided, to Carrier all information and documents required in the Driver's information packet as supplied by Carrier.

6. **INSURANCE:**

- a. **Insurance Provided by Carrier.** Carrier shall at all times that this agreement is in effect, provide and maintain either (i) self-insurance coverage (or proof of financial responsibility) approved by the Texas Department of Transportation and/or other applicable regulatory authority, or (ii) liability insurance as defined and/or required by the Texas Motor Vehicle Safety Responsibility Act and the Motor Transportation Regulations of TX D.O.T. for the Equipment. Carrier shall also arrange for occupational disability coverage or Workers' Compensation on all driver/operators furnished by Contractor. Carrier's insurance coverage will not and shall not cover physical/damage coverage of Contractor's equipment. It shall be the sole responsibility for the Contractor to find, maintain, and provide fiscal responsibility in regards to any Physical/Damage insurance to cover equipment in the event of a catastrophic loss. Carrier suggests for the Contractor to seek and maintain Bobtail & Physical Damage Insurance
- b. **Cooperation by Contractor.** Contractor agrees to cooperate and cause his operator/driver to cooperate with Carrier in the reporting, investigation, handling and disposition of all claims. Contractor will follow all instructions issued by Carrier regarding the reporting of accidents to

Carrier. Failure to cooperate may result in the loss of insurance coverage for the owner/driver.

- c. **Payments by Contractor in Lieu of Deductible.** Contractor understands and acknowledges that in the event any claim covered by Carrier's self-insurance coverage or liability insurance coverage is made against Carrier and/or Contractor by any third party as a result of any act, omission or conduct of Contractor that is alleged to constitute negligence or intentional wrongful conduct, Carrier may be obligated and required to pay (i) such claim and/or the costs of defending such claim (if carrier is then "self-insured"), or (ii) a portion of such claim (in the form of insurance "deductible") under Carrier's liability insurance policy. In lieu of the amount paid by Carrier on such claim and/or deductible being charged back to and collected from Contractor, and in consideration of Carrier's agreement (which is hereby given) to waive and relinquish its right to charge back and collect such amount from Contractor, Contractor agrees to pay to Carrier the sum of twenty-five dollars (\$25.00) per week, per incident, for each week that the leased Equipment is operated in the furtherance of Carrier's business for a minimum of one hundred four weeks (104), at which time if there has not been any additional incidents that result in a claim or loss the deduction of twenty-five (\$25.00) shall be stopped. In the event the Contractor terminates this lease agreement as a result of a loss, the Contractor shall remit the full amount of the Deductible(s) to the Carrier before final settlement will be made. Furthermore if the Contractor terminates this agreement after a Deductible was paid and the above \$25.00 has began to be taken out weekly, the remainder of the amount up to the deductible limit will be due to the Carrier immediately. Carrier shall have the right to deduct such sum from amounts due Contractor under this Agreement. Such payments by Contractor shall not relieve Contractor of Contractor's responsibility and liability to Carrier for (i) damages caused by Contractor to Carrier's equipment, nor (ii) shortages of, loss of, or damage to cargo transported under this Agreement.
- d. **Contractor's Deductible for Damage to Carrier's Equipment.** Contractor shall be responsible and liable to Carrier for the first Two Thousand Five Hundred and no/00 (\$2,500.00) Dollars of any and all damages to Carrier's equipment, when in the possession or control of the Contractor and/or his drivers, employees or their agents, whether the damage is attributable to accident or driver/operator negligence. Nothing in this paragraph shall be construed to in any way limit the scope of Contractor's obligation of indemnity for the amount of the foregoing deductible amounts.
- c. **Removal From Insurance Coverage.** In the event of Contractor's equipment become nonoperational for fourteen (14) days or more, the equipment shall be removed from carrier's insurance coverage, pending re-insurance coverage until equipment becomes operational again. If the Contractor decides to terminate this agreement without 30 days written notification and 30 days of operating qualified vehicles, the Carrier shall have the right to deduct One Hundred Seventy Five dollars (\$175) per week for the two or more weeks the equipment remainder on insurance without producing any operations. (For example – if the

Contractor's equipment did not haul anything for Carrier for 14 or more days and then decided to terminate this lease agreement, Carrier has the right to deduct the \$175 /week the Contractor's equipment did not run)

Furthermore – if the Contractor does not give written notification to terminate this agreement within the specified terms, does not operate any such vehicle under this agreement and they simply move their equipment to another Carrier without notifying Carrier, No-Call/No-Show for 7 days and Carrier find out they leased on to or started their own operating authority, Carrier shall have the right to collect any and all expenses that were incurred including insurance coverage at the rate of Seventy Five Dollars (\$75) per day.

7. **DRIVER QUALIFICATION:** Carrier shall, in its sole discretion, qualify any and/or all drivers of the Equipment that maybe provided by Contractor under this Agreement. If, at any time, Carrier determines, in its sole discretion and opinion, that any driver/operator of any such Equipment is not properly qualified to operate the Equipment and/or becomes disqualified to operate the Equipment, Contractor agrees to replace such driver immediately. Nothing herein, however, shall prohibit Contractor from retaining or allowing such driver to operate other trucks by Contractor that are not leased to Carrier.

8. **MEDICAL AND SUBSTANCE TESTING:** Contractor understands and acknowledges all drivers of the Equipment will undergo a complete medical examination prior to being allowed to drive, in any capacity whatsoever, the Equipment. Such examination will include testing for use of drugs and alcohol. Drivers may be required to take follow-up examinations, from time to time, in accordance with the applicable rules and regulations. Additionally, if in the sole judgment of the Carrier a further medical examination appears warranted, the driver shall submit to such examination. **Contractor and/or his operator/driver shall from time to time be required to submit to random drug and alcohol testing, as solely determined by Carrier.**

9. **LICENSES AND PERMITS FOR DRIVER/OPERATOR AND EQUIPMENT:**

a. **Carrier provided Documentation.** Carrier is an authorized motor carrier. At Contractor's cost and expense, Carrier will use its best efforts to obtain for Contractor the necessary authorizations, including TX D.O.T. vehicle registration (if the Equipment is operated in Texas), cab cards and other documentation as may be required to permit the Equipment to operate under Carrier's authorization; provided, however, that Contractor will be responsible for providing to Carrier and to any governmental entities having jurisdiction, promptly upon request, such information and reports as may be from time to time requested to facilitate issuance and maintenance of such authorizations.

b. **Contractor Provided Documentation.** Contractor shall be responsible for obtaining, and shall obtain or cause to be obtained, all other permits and licenses required by law for the operations of the Equipment including, without limitation the following:

i. Equipment vehicle registration issued by the appropriate State Department of Public Safety;



- ii. State vehicle safety inspections certificates; and
- iii. Appropriate driver's licenses for Contractor and each of his drivers/operators.

10. **RATES/BILLINGS:** Carrier shall solely determine all rates and charges to be charged customers relative to such hauls and shall solely perform all billing activities.

11. **PAYMENT/DEDUCTIONS/SET-OFFS:** Carrier shall pay to the Contractor the percentage of the gross revenue as set forth in Appendix "B", derived from the operation of the Equipment for hauls made under this Agreement. The balance of the gross revenue shall be paid to the Contractor, less such amounts to which the parties have agreed relating to costs or expenses incurred by Carrier but attributable to Contractor's services hereunder. **It is further agreed that Carrier shall have the right to withhold at any time any payments due to Contractor for failure of Contractor and/or driver to submit D.O.T. driver logs and/or maintenance repair records to Carrier as required herein.**

It is expressly understood and agreed that Carrier shall have the sole right to set-off and deduct from the gross revenues derived from operations of the subject Equipment: (1) any and all sums due from Contractor under paragraph 6 above; and/or (2) any and all expenses, advancements or other sums of money which are paid, borne or remitted by Carrier concerning costs, expenses or responsibilities assumed by Contractor under the terms of this Agreement. It is further agreed and understood that Contractor shall execute and deliver any and all security agreements, or other instruments, to secure any such expenses paid for or advances made to Contractor if Carrier shall so direct. Carrier reserves the option to charge any separate or individual account(s), regardless of the legal name or entity, when said account(s) are under common ownership or control of a single contract, for any monies owed hereunder by the Contractor to the Carrier.

Contractor shall deposit with Carrier the sum of money specified in Appendix "C" hereto as a performance bond to guarantee performance of all of Contractor's obligations under this Agreement. If said sum has not begun to be deposited with Carrier within fourteen (14) days after the date hereof, Contractor authorizes termination of the Agreement.

If the Contractor terminates this agreement within sixty (60) or less calendar days from the date of this agreement the Contractor agrees Carrier has the right to deduct insurance charges at the rate of one hundred seventy five dollars (\$175) per week, will be deducted from their final settlement along with any expenses, including but not limited to drug screens, physicals, signage, license plates, permits, loans, advances, apportioned license plates, Carrier issued credit cards, signs, permits, stickers, Carrier identification devices, safety manuals and other property and equipment supplied to Contractor by Carrier at the rate of cost plus five percent (5%).

In the event the Contractor decides to terminate this agreement within ninety (90) days of the agreement date, Contractor agrees that the Carrier has the right and ability to deduct all expenses related to the on-

boarding of the Contractor, including but not limited to drug screens, physicals, signage, license plates, permits, loans, advances, apportioned license plates, Carrier issued credit cards, signs, permits, stickers, Carrier identification devices, safety manuals and other property and equipment supplied to Contractor by Carrier at the rate of cost plus five percent (5%).

Carrier will wait a period of ninety (90) days from the date of termination before final settlement is made. If Contractor terminates this agreement before the full amount of the deposit has been remitted to Carrier, the difference will be deducted from the last settlement and held for ninety (90) days following termination less an administration fee of \$50.00. For the purposes of this paragraph, the time for settlement with Contractor shall not begin to run until Contractor shall first have returned to Carrier all apportioned license plates, Carrier issued credit cards, signs, permits, stickers, Carrier identification devices, safety manuals and other property and equipment supplied Contractor by Carrier.

12. **MISCELLANEOUS:**

a. **Contractor's Liability for Costs to Perform.** Should the Contractor fail to successfully perform the services covered by this Agreement for the Carrier, Contractor shall be liable to Carrier for whatever costs or expenses are incurred by Carrier to complete Contractor's performance under this Agreement as well as any expenses or liability incurred as a result of Contractor's failure to perform.

b. **Payments collected by Contractor.** Where required that the payment be made, and collection of payment be secured, upon delivery, Contractor will collect all charges due for such transportation and agrees that all such payments, regardless of form, are deemed trust funds held by Contractor and the entire amount collected should be delivered immediately over to Carrier.

c. **No Representations or Guarantees of Volume of Deliveries.** Contractor acknowledges and understands that Carrier may, from time to time, enter into agreements similar to this Agreement with other persons. Carrier has not made and does not hereby make any representations, warranties, covenants or guarantees with respect to the volume or amounts of commodities which will be tendered to Contractor for delivery hereunder, or with respect to the time, frequency or places of such deliveries, or with respect to the amounts of revenue or income Contractor may earn under this Agreement.

d. **No unapproved Signs/Insignias.** While performing the services hereunder, Contractor shall allow no insignia, pictures, advertising, slogans, picture cartoons or other printed material or signs to be placed on the subject Equipment other than those approved by Carrier. All Carrier identification on any insignia affixed to the subjected equipment shall be immediately removed upon termination of this Agreement and returned promptly to Carrier.

e. **Carrier Provided Equipment.** Carrier may, at its sole option, from time to time furnish Contractor with various types of equipment or accessories for Contractor's use in performance of services hereunder. All such items shall remain the property of Carrier. Contractor agrees to return all such items immediately upon termination of this Agreement or upon demand by Carrier, and acknowledges and agrees that in the event they are not returned within twenty-four (24) hours of such termination, Carrier shall have the right to: (1) deduct the value of such items from the next settlement due hereunder and/or (2) consider such times as "stolen property" and to report them as such to the appropriate law enforcement agency.

f. The Carrier shall have exclusive possession, control and use of the Equipment during the duration of this lease. Carrier assumes complete responsibility for the operation of the Equipment during the duration of this lease.

13. **NOTICES:** Any notices which are required or permitted to be given under this Agreement shall be in writing and shall be deemed delivered when sent by U.S. mail, postage prepaid, addressed to the appropriate party at the following address:

Carrier:

Contractor:

**4-B TRUCKING, INC.**

PO BOX 9

Bridgeport, TX 76426

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

Each party shall be responsible for giving written notice to the other whenever there is an address change.

14. **TERMINATION/BREACH:** In addition to terminating this Agreement as hereinabove provided and referred to, Carrier shall have and may exercise any and all of the remedies provided for herein or at law or in equity. No remedy referred to in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Carrier at law or in equity.

15. **ENTIRETY OF AGREEMENT:** This Agreement and the attached Appendices "A" through "G" contains and expresses the entire agreement between the parties. No amendment or addition to this lease Agreement shall be effective unless in writing and signed by both parties.

16. **ASSIGNMENT:** Neither the Agreement nor any rights of Contractor hereunder may be assigned without prior written consent of Carrier. This Agreement and all of the rights hereunder may be assigned by Carrier without the consent or agreement of Contractor.

17. **GOVERNING LAW:** This lease Agreement shall be governed by and constructed under the laws of the State of Texas, County of Wise.

18. **ATTORNEY FEES:** The Parties agree that in the event of any breach of this Agreement, the Party aggrieved shall recover from the Party who breaches, in addition to any other relief provided herein and/or by law, reasonable attorney's fees and court costs incurred in the enforcement of this Agreement or otherwise in lawful pursuit of relief for such breach.

19. **PLACE OF PERFORMANCE AND ENFORCEMENT:** The Parties agree and stipulate that this Agreement is entered into and performable in Wise County, Texas and that proper and exclusive venue and jurisdiction for any action to enforce this Agreement is in the District Court of Wise County, Texas.

20. **SEVERABILITY:** Each of the Parties hereto agree that if any provision of this Agreement is held to be invalid, illegal or unenforceable under present or future laws effective during the term of this Agreement, such provision(s) shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been comprised as a part of this Agreement, and that the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

21. **APPLICABLE LAW:** The Parties agree that this Agreement is to be governed by and construed under the laws of the State of Texas.

22. **TITLES NOT CONTROLLING:** Paragraph titles or captions contained in this Agreement are used for convenience or reference only and are not intended to and shall not in any way enlarge, define, limit, extend or describe the rights or obligations of the parties or affect the meaning or construction of this Agreement or any provision hereof.

23. **INDEMNITY:**

**CONTRACTOR AGREES TO INDEMNIFY AND HOLD CARRIER HARMLESS FOR SHORTAGE OF, LOSS OF, OR DAMAGE TO CARGO TRANSPORTED UNDER THIS AGREEMENT. CONTRACTOR AGREES THAT IN THE EVENT OF SHORTAGE OF, LOSS OF, OR DAMAGE TO SUCH CARGO CAUSED DIRECTLY OR INDIRECTLY BY THE OPERATIONS, ACTS OR OMISSIONS OF CONTRACTOR AND/OR HIS DRIVERS, EMPLOYEES OR AGENTS, CONTRACTOR SHALL PAY TO CARRIER THE AMOUNT OF SUCH DAMAGE OR CLAIM NOT TO EXCEED ONE THOUSAND DOLLARS (\$1,000.00), AND CARRIER SHALL HAVE THE RIGHT TO DEDUCT FROM AMOUNTS OWED CONTRACTOR THE FULL AMOUNT OF SAID SUMS FOR SUCH SHORTAGES, LOSS OR DAMAGE RESPECTING CARGO. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO IN ANY WAY LIMIT THE SCOPE OF CONTRACTOR'S OBLIGATION OF INDEMNITY FOR THE AMOUNT OF THE FOREGOING DEDUCTIBLE AMOUNTS.**

24. **NO BACK SOLICITATION:** Contractor shall not solicit traffic from any shipper, consignor, consignee, or customer of Carrier, including but not limited to all where (1) the availability of such traffic first became known to Contractor as a result of Carrier's efforts, or (2) where the traffic of the shipper, consignor, consignee, or customer of the Carrier was first tendered to the Contractor by the Carrier. If Contractor breaches this Agreement and "back-solicits" the Carrier's customers and obtains traffic from such customer or customers, then Contractor shall be obligated to pay Carrier a commission equal to twelve percent (12%) of the gross transportation revenue received by Contractor from the movement of said traffic. Contractor's obligation to pay said obligation shall last for a period of twelve (12) months following the month in which Contractor first moved traffic for said customer not dispatched by 4-B Trucking, Inc. Contractor agrees that delivery of a copy of this Agreement shall constitute a valid assignment of the percentage of Contractor's gross payments received from customer as stated above. This Agreement shall serve as a directive authorizing customer to pay said commission directly to Carrier.

25. **BILL OF LADING.** Contractor shall issue and sign a standard bill of lading acceptable to the Carrier and underlying shippers on acceptance of goods. Shipments made under this contract will be subject to all the terms and conditions of the uniform straight bill of lading. All such documents shall show the consignor and consignee, and the Carrier's name shall be shown on the bill of lading as the carrier of record. The Contractor's name will not be shown on the bill of lading as carrier. The Contractor's driver shall not only sign the bill of lading but also write the name of the Carrier on the bill of lading.

26. **INDEPENDENT CONTRACTOR STATUS.** Notwithstanding the provisions of the Agreement, nothing contained herein shall be construed to mean that Contractor is an agent or an employee of Carrier, and Contractor declares that the services performed in this Agreement shall be offered by Carrier as an independent contractor status

27. **COMPLETION OF TICKETS.** If tickets are not completed correctly with at least the basic information on the 4-B Haul ticket including you 4-B Truck number, date, origin, destination, ticket number, and tonnage as well as a signed original copy of the shipper ticket (Pit Ticket) this will cause a delay in the processing of tickets and as a result will result in delay of pay to the Contractor. In the event that the wrong 4-B truck number is placed on the 4-B ticket by the Contractor and a different Contractor is paid for the services rendered, payment for said loads will only be paid to the correct Contractor in the event that the Carrier can collect on the over payment that was paid to the wrong Contractor or can be paid by the Carrier at its discretion. If the Contractor cannot provide a signed copy of the original Shipper Ticket to the Company within 10 days of being requested, the Contractor will be back charged for the material, trucking, and lost brokerage, this is an industry standard process. If a back charge is processed the dollar amount for material and trucking charges will be refunded to our customer or customer's account with the Carrier, that is requesting the proof of delivery-that charged the Carrier for said charges, lost brokerage will be kept by the Carrier. A back charge will be processed against any payments that are due to the Contractor, in the event the back charge is more than the future payments that are due to the Contractor, an invoice will be generated by the Carrier and due in full immediately from the Contractor.

28. **LATE TICKETS.** Tickets that are turned in after Monday will be placed on the next run week as if they were hauled on that week. Late tickets that are turned in more than 15 days past the regular due date will be paid on a Carrier-Paid Contractor-Paid basis. You will be paid when the Carrier is paid for services rendered.

**ELECTRONIC SIGNATURE AGREEMENT:**

**BY SIGNING THIS AGREEMENT ELECTRONICALLY, YOU ARE SIGNING THIS AGREEMENT ELECTRONICALLY. YOU AGREE YOUR ELECTRONIC SIGNATURE IS THE LEGAL EQUIVALENT OF YOUR MANUAL AND OR INK SIGNATURE ON THIS AGREEMENT. BY SIGNING THIS AGREEMENT ELECTRONICALLY YOU CONSENT TO BE LEGALLY BOUND BY THIS AGREEMENT'S TERMS AND CONDITIONS. YOU FURTHER AGREE THAT YOUR USE OF A KEY PAD, MOUSE OR OTHER DEVICE TO SELECT AN ITEM, BUTTON, ICON OR SIMILAR ACT/ACTION, OR TO OTHERWISE PROVIDE 4-B TRUCKING, INC., OR IN ACCESSING OR MAKING ANY TRANSACTION REGARDING ANY AGREEMENT, ACKNOWLEDGEMENT, CONSENT TERMS, DISCLOSURES OR CONDITIONS CONSTITUTES YOUR SIGNATURE (HEREAFTER REFERRED TO AS "E-SIGNATURE"), ACCEPTANCE AND AGREEMENT AS IF ACTUALLY SIGNED BY YOU IN WRITING. YOU ALSO AGREE THAT NO CERTIFICATION AUTHORITY OR OTHER THIRD PARTY VERIFICATION IS NECESSARY TO VALIDATE YOUR E-SIGNATURE AND THAT THE LACK OF SUCH CERTIFICATION OR THIRD PARTY VERIFICATION WILL NOT IN ANY WAY AFFECT THE ENFORCEABILITY OF YOUR E-SIGNATURE OR ANY RESULTING CONTRACT BETWEEN YOU AND 4-B TRUCKING, INC.. YOU ALSO REPRESENT THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT FOR ALL PERSONS WHO OWN OR ARE AUTHORIZED MEMBERS OF YOUR COMPANY AND THAT SUCH PERSONS WILL BE BOUND BY THE TERMS OF THIS AGREEMENT. ALSO BY ENTERING THE LAST FOUR DIGITS OF YOUR SOCIAL SECURITY NUMBER WILL AFFIRM THAT YOU ARE THE ACTUAL PERSON WHO HAS OWNERSHIP OF SAID SOCIAL SECURITY NUMBER THAT MUST MATCH THE NAME OF THE PERSON SIGNING THIS AGREEMENT.**

**IN WITNESS WHEREOF**, the parties hereto have executed this lease Agreement in duplicate originals on the date first shown above.

**CONTRACTOR:**

\_\_\_\_\_

BY:  \_\_\_\_\_

**CARRIER:**

**4-B Trucking, Inc.**

BY: \_\_\_\_\_

**APPENDIX "A"**

**COMMERCIAL MOTOR VEHICLE EQUIPMENT**

**TRACTOR**

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Vin # \_\_\_\_\_

License # \_\_\_\_\_ Unit # \_\_\_\_\_

**TRAILER**

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Vin # \_\_\_\_\_

License # \_\_\_\_\_ Unit # \_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_

BY:  \_\_\_\_\_

**CARRIER:**

**4-B Trucking, Inc.**

BY: \_\_\_\_\_

## APPENDIX "B"

### CONTRACTOR COMPENSATION

Carrier shall remit to the Contractor \_\_\_\_\_ % percent of gross revenues derived from operations of the equipment described in Appendix "A", excluding any fuel or insurance surcharges and third party expenses:

**CONTRACTOR:**

\_\_\_\_\_

BY:  \_\_\_\_\_

**CARRIER:**

**4-B Trucking, Inc.**

BY: \_\_\_\_\_



## APPENDIX "C"

### LEASE DEPOSITS

\*\$ 400.00 - Owner/Operator - Tractor/Trailer **Sand & Gravel**

\*\$ 400.00 - Owner/Operator - Tandem **Sand & Gravel**

\*\*\$ 800.00 - Owner/Operator - Tractor/ (4-B Trucking, Inc. Trailer)

**CONTRACTOR:**

\_\_\_\_\_

BY:  \_\_\_\_\_

**CARRIER:**

**4-B Trucking, Inc.**

BY: \_\_\_\_\_

\* Lease Fee Will Be Deducted In Increments of \$50.00 Until Collected In Full.

\*\* Trailer Deposits Will Be Deducted In Increments of \$100.00 Until Collected In Full.

## APPENDIX "D"

### OPTIONAL TRAILER / ACCESSORY EQUIPMENT PROVIDED BY CARRIER

#### SECTION I.

Carrier may, at its sole option, furnish to Contractor any and all of the various items set forth in Section II for use in the performance of the Agreement subject to the following:

- (a) In the event Carrier provides any or all of the optional trailer/accessory equipment ("Options") shown in Section II, Carrier will provide or install or cause same to be provided or installed on Contractor's Equipment. Contractor shall be responsible for determining that the selected Options have been properly installed and/or that same are in good operating condition.

**Carrier disclaims all Warranties, express or implied, as to the Options and/or the installation thereof, including the Merchantability and Fitness of the Options for any particular purpose.**

Use of the Options by Contractor shall be deemed to be Contractor's approval of the Options and/or installation thereof;

- (b) The Options shall be subject to all of the terms and conditions set forth in the Agreement to which this Appendix is attached;
- (c) Contractor will not, without prior written approval of Carrier, remove from the Equipment or alter, modify, disassemble or dismantle the Options except in connection with the ordinary course of business and/or normal, routine maintenance or repairs, and in no event will Contractor impair the originally intended function of the Options;
- (d) Contractor shall be solely responsible for the expenses, cost of operation, maintenance, and repairs of the Options, including, but not limited to, all lubricants, tires, brakes, brackets, hoses, accessories and related items, and Carrier shall have no responsibility whatsoever for same;
- (e) Contractor shall pay to Carrier monthly the fees as set in, Section II for the use of the Options as provided by Carrier. Carrier shall likewise have the right and authority to set-off and/or deduct such fees from the gross revenues rental income, lease payments or deposits due Contractor under the Agreement;

- (f) Contractor acknowledges and agreed that Contractor does not acquire hereby, any right, title or interest in or to the Options, except the right to use the same under the terms hereof;
- (g) Contractor shall keep the Options free from all liens, encumbrances, security interests and other charges and will promptly discharge same within ten (10) days of notice of such lien;
- (h) Contractor shall be responsible and liable to Carrier for any and all damages to the Options when in the possession or control of the Contractor or Contractor's employees or agents, regardless of whether the damage is attributable to accident, driver/operator negligence, carelessness, intentional or willful acts;
- (i) To ensure and guarantee the faithful performance of Contractor's obligations relative to the Option, Contractor shall provide and pay the Carrier the minimum deposit amounts set forth in Section II. If said sum is not deposited with Carrier within seven (7) days after the date here, Contractor authorizes Carrier to withhold said sums from any and all amounts due Contractor under the Agreement. Likewise, at any time said Deposit Fund amount reserve balance falls below this minimum, Contractor shall immediately deposit with Carrier sums sufficient to re-establish said minimum balance. Failure by Contractor to reimburse said Deposit Fund within seven (7) days after notice by Carrier of such deficiency, Carrier is hereby authorized to withhold such amounts due Contractor under the Agreement so as to re-establish said minimum balance.
- (j) In the event of termination of the Agreement, Contractor agrees to deliver immediately to Carrier the Options in good and usable condition, reasonable wear and tear under the circumstances of normal prudent use alone expected, to the place of business of Carrier as designated in Paragraph 13 of the Agreement. In the event the Option is not so delivered, Carrier is authorized at its election to take immediate possession of the truck for purposes of removing Carrier's Options and in returning it to Carrier's place of business. All costs and expenses associated with the removal and return of Carrier's Option shall be the sole cost of Contractor. Carrier is hereby authorized to deduct such amount from the Deposit fund and/or any gross revenue monies due Contractor.

**SECTION II.**

**A. Trailer** Belly Dump (\_\_\_\_\_)

Serial # \_\_\_\_\_

Make \_\_\_\_\_

Model \_\_\_\_\_

Year \_\_\_\_\_

End Dump (\_\_\_\_\_)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**B. Usage Fees**

(a) Belly Dump

(b) End Dump

**Fees**

\_\_\_\_\_

\_\_\_\_\_

**C. Damage/Security Deposits**

(a) Belly Dump

(b) End Dump

**DEPOSIT AMOUNT**

\_\_\_\_\_

\_\_\_\_\_

**D. Optional Trailer/Accessory Equipment**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Fees**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_

BY:  \_\_\_\_\_

**CARRIER:**

**4-B Trucking, Inc.**

BY:  \_\_\_\_\_

## APPENDIX "E"

DATE: \_\_\_\_\_ WITH: \_\_\_\_\_

THE PARTIES FURTHER AGREE THAT IN ADDITION TO ANY OTHER TERMS, CONDITIONS, RESTRICTIONS, OR LIMITATIONS APPLICABLE TO ANY INSURANCE PROVIDED IN ACCORDANCE WITH PARAGRAPH 6, OF THE AGREEMENT, THE FOLLOWING SHALL APPLY:

1. **AUTOMOBILE LIABILITY INSURANCE.** CONTRACTOR IS HEREBY ADVISED THAT AUTOMOBILE LIABILITY INSURANCE, AS PROVIDED BY CARRIER THROUGH CARRIER'S INSURANCE COMPANY OR THROUGH A PROGRAM OF SELF-INSURANCE, SHALL ONLY BE APPLICABLE AND AFFORD SUCH COVERAGE, AS TO THE EQUIPMENT SPECIFIED IN SAID LEASE, **ONLY WHEN SUCH EQUIPMENT IS ACTUALLY UNDER DISPATCH BY CARRIER.** CONTRACTOR IS SPECIALLY CAUTIONED THAT AUTOMOBILE LIABILITY COVERAGE IS NOT PROVIDED BY CARRIER, THROUGH ANY INSURANCE POLICY OR PROGRAM OF SELF-INSURANCE, AS TO ANY LEASED EQUIPMENT OF CONTRACTOR FOR ANY EVENT, ACCIDENT, OR OCCURRENCE WHICH OCCURS WHILE THE EQUIPMENT IS NOT UNDER DISPATCH BY CARRIER

**YOU ARE ADVISED TO OBTAIN SEPARATE INSURANCE COVERAGE IN THE EVENT YOU DESIRE LIABILITY COVERAGE WHEN YOUR EQUIPMENT IS NOT UNDER DISPATCH BY CARRIER.**

2. **OCCUPATIONAL ACCIDENT / WORKER'S COMPENSATION COVERAGE.** CONTRACTOR IS HEREBY ADVISED THAT ANY OCCUPATIONAL ACCIDENT/ WORKERS COMPENSATION INSURANCE PROVIDED OR AFFORDED TO THE DRIVERS THROUGH CARRIER'S INSURANCE POLICY OR PROGRAM OF SELF-INSURANCE COVERAGE **SHALL NOT AND DOES NOT** AFFORD, OFFER OR PROVIDE ANY INSURANCE COVERAGE WHETHER FOR MEDICAL BENEFITS, WAGE BENEFITS

AND/OR DISABILITY BENEFITS, WITH REFERENCE TO ANY EVENT, OCCURRENCE OR ACCIDENT WHICH OCCURS WHILE THE DRIVER AND/OR OWNER OF THE EQUIPMENT IS **NOT** UNDER DISPATCH BY CARRIER. SUCH INSURANCE IS AFFORDED AND PROVIDED, WITHIN THE TERMS OF THE POLICY, ONLY FOR EVENTS, OCCURRENCES AND ACCIDENTS WHICH OCCUR WHILE THE DRIVER OF THE EQUIPMENT IS UNDER DISPATCH BY CARRIER.

**YOU ARE INSTRUCTED TO NOTIFY ALL DRIVERS EMPLOYED BY YOU WHO DRIVE EQUIPMENT LEASED TO CARRIER OF THIS RESTRICTION.**

EXECUTED ON \_\_\_\_\_ .

**CONTRACTOR:**

\_\_\_\_\_

BY:  \_\_\_\_\_

**CARRIER:**

**4-B Trucking, Inc.**

BY: \_\_\_\_\_

**APPENDIX "F"**

**COMPANY TRAILER LEASING**

EFFECTIVE DATE: \_\_\_\_\_

UNIT NUMBER: \_\_\_\_\_

TRAILER NUMBER: \_\_\_\_\_

VIN NUMBER: \_\_\_\_\_

OWNER/OPERATOR: \_\_\_\_\_

AMOUNT OF LEASE: \_\_\_\_\_

STARTING LEASE: YES OR NO

CANCELING LEASE: YES OR NO

PLEASE FORWARD THIS FORM TO THE BRIDGEPORT OFFICE.

BE SURE TO ALSO ADD THIS TRAILER ON INSURANCE.

Dated: \_\_\_\_\_

**APPENDIX "G"**  
**Charge Backs For Accessory Purchase**

**Item Description**

Part:

- ☐ Hydraulic Wet Line Kit
  - Identification Numbers:

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

- ☐ Blower Kit
  - Identification Numbers:

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

- ☐ Other:

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

Services:

- ☐ Describe Services Completed in detail:

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

**Schedule of Payments:**

Amount to be financed:.....\$ \_\_\_\_\_

Interest Rate (if interest is to be charged):..... % \_\_\_\_\_

Total Amount of Interest (if any; multiply amount to be financed by interest rate):.....\$ \_\_\_\_\_

Total Amount Owed (sum of amount financed + amount of interest):..... \$ \_\_\_\_\_

Frequency of Payments (circle one):     Single     Weekly     Bi-Monthly     Monthly     Percentage

Total Number of Payments \_\_\_\_\_ or \_\_\_\_\_ % of Weekly Truck Gross until paid in full.

I understand that Carrier is fronting the cost of required equipment and this agreement should serve as a promise to pay agreement between myself (Contractor) and the carrier. If I shall become delinquent in payments, 4-B Trucking, Inc. and/or any affiliated companies has the right to repossess my truck and trailer, and any collateral I put up to obtain this financing, in the event of my inability to repay amounts owed under this agreement. It is further understood that I will still remain liable for the amounts owed under this agreement as well as any charges incurred in the event of repossession and removal of equipment, including but not limited to, Wrecker Bills, Shop Time, and Storage Fees, etc.

I have seen, reviewed and received a copy of this Charge Backs For Accessory Purchase

**CONTRACTOR:**

\_\_\_\_\_

By:   *JB*  

**CARRIER:**

**4-B Trucking, Inc.,**

By: \_\_\_\_\_

Collateral Put up description and Identification Numbers:

\_\_\_\_\_



## 4-B Trucking, Inc.

P.O. Box 9 - Bridgeport, Texas 76426

Office: (940) 535-7300 Fax: (940) 535-7301

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### Lease Fee

Your lease fee will be calculated by this form. Please ensure you enroll in the programs you wish and know that by choosing the programs below you agree to their terms and conditions. Please initial the programs in which you wish to enroll.

\_\_\_\_\_  
(Initial)      16% Base Lease Fee (Required)

\_\_\_\_\_  
(Initial)      2% Tag Program (Optional)

\_\_\_\_\_  
(Initial)      2% Fuel Program (Optional)

\_\_\_\_\_  
(Initial)      10% Trailer Lease Program (Optional)

\_\_\_\_\_  
(Initial)      Total Lease Fee from 100% of truck gross will be \_\_\_\_\_ (Required)

## 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.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> 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. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	<b>4-B Trucking, Inc.</b> <b>PO BOX 9</b> <b>Bridgeport, TX 76426</b>
<b>7</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 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.

<b>Social security number</b>									
				-				-	
<b>or</b>									
<b>Employer identification number</b>									
				-					

### 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); and
4. 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.

<b>Sign Here</b>	<b>Signature of U.S. person ▶</b> 	<b>Date ▶</b>
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### 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:

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, and
4. 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.