



SHARK LOGISTICS INC.

Physical Address: 3400 PANAMA LANE STE J , Bakersfield, CA 93313

Mailing Address: PO BOX 42931 Bakersfield, CA 93384-2931

www.sharklogisticsinc.com

CONTACT

Toll Free: 661-525-1310

MC- 079953

DOT- 3105584

Billing Inquires: Accounts@sharklogisticsinc.com

Carrier Initials: _____

SHARK LOGISTICS INC.
3400 PANAMA LANE STE J
BAKERSFIELD, CA 93313

Phone: 661-525-1310

Providing First Class Services

Dear Carrier Partner

Shark Logistics An established freight brokerage and logistics provider operating in North America Shark Logistics. was established to serve our core customer base through providing quality transportation solutions with established motor carriers.

Enclosed you will find the forms and documents necessary to review our company and become a qualified carrier for Shark Logistics. Motor Carriers are compensated within 30 days after receipt of carrier invoice along with the original signed POD.

Company Information

Operations Hours: Pacific Time
Monday – Friday (7:00 AM – 5:00 PM)

Remit Invoices To:

Shark Logistics Inc.
Accounts@sharklogisticsinc.com

OR

Telephone: 661-525-1310
Fax Number: 661-832-5520

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**PROPERTY BROKER - MOTOR CARRIER TRANSPORTATION
AGREEMENT**

This agreement dated _____ / _____ / _____, between **Shark Logistics Inc.** _____

_____ Of 3400 PANAMA LANE STE J,
BAKERSFIELD, CA 93313 hereinafter referred to as the **BROKER**, and

_____, hereinafter referred to as the **CARRIER**.

IN CONSIDERATION OF THE MUTUAL PROMISES OF THE PARTIES, IT IS AGREED:

BROKER is a transportation property broker, duly authorized by the Federal Motor Carrier Safety Administration (**FMCSA**), operating under license **MC# 079953** to arrange for the transportation of property by motor carrier on behalf of a motor carrier, consignor or consignee, and sufficiently controls the transportation of the commodities to be tendered to carrier under this agreement.

CONTRACT CARRIER is a motor carrier of property duly authorized by the Federal Motor Carrier Safety Administration under Permit No. **MC#** _____ to provide compensated contract transportation of property for shippers (Consignors) and receivers (Consignees) of General Commodities, and holds itself out to the public as such.

- **BROKER**, as an independent contractor, serves many shipper customers on a continuing basis which have individually and/or collectively varying and distinct transportation needs for shipments between and among various geographic points throughout the United States, and between the United States, Canada, and/or Mexico which from time to time require dedication of equipment, refrigerated, containerized, bulk or other specialized equipment, short notice driver/equipment availability, driver loading/unloading requirements, loading/delivery scheduling, detention, overnight and weekend layover, LTL/TL or LCL/CL service, variable traffic/shipment levels, protective service, stops in transit, direct dispatch, drop shipments, internal deliveries, weekend/holiday shipments and deliveries, pooling or spotting trailers, priority traffic and expedited service, special credit and payment terms, as well as electronic data interchange (EDI), and for those reasons **BROKER**, both derivatively and for itself, has unique, distinct and continuing transportation service needs throughout the United States, and must necessarily also enter into similar pattern motor contract carriage agreements with more than one motor contract carrier in order to serve the varied, special, distinct and continuing transportation needs of itself and of its several shippers from origins to destinations throughout the United States, Canada and/or Mexico which form an integral part of the **BROKER'S** customer base.
- **CARRIER** recognizes the special, distinct, varying and continuing transportation needs of the **BROKER** and its customer base of shippers, and in order to serve a portion, if not all, of those transportation needs, **CARRIER** desires to provide motor contract carriage to **BROKER** under a continuing agreement designed to meet various and special transportation needs of **BROKER** and its shipper customers as part of a larger integrated scheme of transportation services arranged by **BROKER** between many shipper and carrier customers.

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CARRIER acknowledges that as a single motor contract carrier it may not be able to reliably and continually serve the broad range of **BROKER'S** shipper customers' transportation service needs and demands throughout the United States, and in the aggregated multiple motor contract carriage agreements can and do serve all of **BROKER'S** customer base of shippers, and this Agreement may be one of a number of such continuing agreements.

BROKER and **CARRIER** understand this Agreement does not bind the respective parties to mutually exclusive services to each other, and that **BROKER** may enter into similar agreements with other carriers, and **CARRIER** may enter into similar contract carriage agreement with other brokers and/or shippers.

BROKER shall diligently solicit, obtain and maintain shipping customers having freight traffic shipments in need of transportation, and shall tender freight traffic shipments to **CARRIER** for transportation, and **CARRIER** shall transport by motor vehicle from and to such points between which service may be required, such as quantities of authorized commodities as **BROKER** may require without delay, subject to the availability of suitable equipment for the traffic tendered and the specific shipment instructions, all in accordance with the terms and conditions of this Agreement.

BROKER'S OBLIGATIONS

BROKER shall tender a series of at least one (1) shipments of freight per year to **CARRIER** for transport on a continuing basis during each year this Agreement remains in effect.

BROKER shall pay **CARRIER** for the transportation of freight under this Agreement, in accordance with contract rates, not later than thirty (30) days from the receipt by **BROKER** of **CARRIER'S** invoice covering such transportation, subject to the provisions contained in Paragraphs (23) and (24).

CARRIER'S OBLIGATIONS

CARRIER shall provide transportation for the tendered freight and shall provide a bill all charges for transportation services directly to **BROKER**. **CARRIER** shall provide **BROKER** with original signed **BILLS OF LADING (BOL)** and proof of delivery receipts as evidence of such services.

CARRIER shall furnish, when capabilities are developed, via electronic data interchange (EDI), periodic transmissions of data elements on each shipment and receipt in format specified by the U.S. Electronic Data Interchange Standards published by the Transportation Data Coordinating Committee, or its successors, as well as similar data elements for automated payment of freight bills.

- **CARRIER** shall issue a Uniform Straight Bill of Lading in its own name, and shall assume full and complete responsibility and liability, regardless of the fault of any person, for any and all loss and damage to, or delay of, any shipment while in

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possession or control of **CARRIER**

under its terms, provided however, where the terms and conditions specified in this **AGREEMENT** conflict with those in the Uniform Straight Bill of Lading, the terms and conditions specified in this **AGREEMENT** shall prevail. All claims for loss, damage, delay and salvage shall be processed and adjusted in accordance with the regulations of the ICC as published in 49 C. F.R. Part 1005. The liability under this **AGREEMENT** shall be for the full value of the property lost or damaged. Full value of lost or damaged items shall mean replacement cost established by trade sale or other invoice documentation, plus any additional transportation costs.

CARRIER shall comply with the financial responsibility requirements of the appropriate federal and state laws and regulatory agencies through which it is authorized to operate. **CARRIER** shall maintain primary cargo insurance in the amount equal to the full value of the maximum quantity of goods expected to be transported at any one time under this **AGREEMENT**, but in no event in an amount less than \$100,000.00 per shipment, to compensate **BROKER**, consignor or consignee for any and all loss or damage to property which was placed in possession or control of **CARRIER** in connection with transportation services under this **AGREEMENT**. **CARRIER** shall also maintain primary public liability insurance in an amount sufficient to cover any and all liability risks associated with its activities and operations in connection with transportation services under this **AGREEMENT**, but in no event in amounts less than those prescribed by applicable statutes and regulations of the Federal Motor Carrier Safety Administration (**FMCSA**), and Department of Transportation (**DOT**).

CARRIER shall maintain workers' compensation coverage for all personnel employed by **CARRIER** in connection with its transportation operations and services under this **AGREEMENT**. **CARRIER'S** cargo and liability insurance shall comply with Federal Motor Carrier Safety Administration (**FMCSA**), and Department of Transportation (**DOT**) requirements in all respects, and shall be in form required by 49 C.F.R. Part 13906(a), with no exclusions or restrictions which would not be accepted by the Federal Motor Carrier Safety Administration (**FMCSA**), and Department of Transportation (**DOT**) for a filing under the statutory or regulatory requirements, but shall be, in all respects, identical to insurance filed in accordance with the cited regulation.

CARRIER agrees that its cargo and liability insurance policies shall require the insurance carrier(s) to give **BROKER** upon request, copies of insurance policies and standard Certificate(s) of insurance for both the cargo and the liability risks and **CARRIER** shall instruct its insurance carrier to provide **BROKER** thirty (30) days written notice of any modification or termination of such insurance policies.

CARRIER shall defend and hold **BROKER** harmless from, and indemnify **BROKER** for any and all liability or claims for loss or damage to any freight in the possession and/or control of **CARRIER** in connection with transportation under this Agreement, and any and all liability or claims for personal injury or death or property loss or damage arising out of the acts or omissions of **CARRIER** its employees, independent contractors or agents in providing transportation under this Agreement.

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CARRIER'S obligation under this **AGREEMENT** shall include liability for payment of any and all costs and/or fees incurred by **BROKER** in the adjustment or defense of any claim for cargo loss or damage and/or claim for personal injury or death or property loss or damage arising out of transportation operations and services under this **AGREEMENT**.

CARRIER agrees that its obligation to defend, indemnify and hold harmless the **BROKER** from and against any and all claims and liabilities resulting from or arising out of transportation operations and services under this **AGREEMENT** shall survive any termination of this **AGREEMENT**.

CARRIER, at its sole cost and expense, shall furnish all equipment required for services hereunder and shall maintain all equipment in clean condition, good repair and working order. **CARRIER**, at its sole cost and expense, shall employ for its services hereunder only competent and properly licensed personnel who shall be well trained in the care, safety and response procedures applicable to shipments being handled and transported. Without the prior written consent of **BROKER**.

- **CARRIER** shall not cause or permit any shipment tendered hereunder to be brokered to or transported by any other motor carrier, or in substituted service by railroad or other modes of transportation.

CARRIER shall comply with all applicable regulations as set forth by its regulating federal agencies including the Federal Motor Carrier and Safety Administration (FMCSA), Department of Transportation (DOT) and all state laws, regulations, ordinances applicable to the operations of a motor carrier.

LIENS NOT ALLOWED / SET-OFF PERMITTED

CARRIER shall neither have nor claim any lien rights on or against any property transported under this **AGREEMENT**. However, should a consignor or consignee notify **BROKER** of a claim for loss or damage to property transported by **CARRIER** under this **AGREEMENT**, **BROKER** shall promptly give **CARRIER** written notice of such claim and **CARRIER** shall have thirty (30) days to attempt to resolve the claim with **BROKER'S** customer. In the event **CARRIER** cannot resolve such claim within such time, **CARRIER** agrees that **BROKER** and consignor/consignee shall have the right to set-off that claim amount from any freight charge payments due **CARRIER**.

AGREEMENT FULFILLS REQUIREMENTS FOR CONTRACT CARRIAGE

- **CARRIER** and **BROKER** agree that transportation services under this **AGREEMENT** are to be performed as contract carriage in compliance with 49 U.S.C. Parts 13902(d)(B) and 14101(b) by providing specialized services or equipment designated to meet the distinctive needs of **BROKER** or of the consignor and consignees which form **BROKER'S** shipper customer base. Such services shall include, when applicable, but shall not be limited to those services described in Paragraph (3) above.

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CARRIER and **BROKER** intend and recognize that this **AGREEMENT** fulfills any and all applicable legal requirements for contracts for contract carriage, and enter into it for such purpose. Whether or not **CARRIER** is also authorized to operate, or does operate, as a common carrier, each and every shipment tendered to **CARRIER** by **BROKER** shall be deemed to be a tender to **CARRIER** as a motor contract carrier and shall be subject only to the terms of this **AGREEMENT** and the provisions of law applicable to motor contract carriage.

FORCE MAJEURE

Neither party hereto will be liable for the failure to tender or timely transport freight under this **AGREEMENT** if such failure, delay or other omission is caused by strikes, acts of God, war, accidents, civil or military authorities or other circumstances beyond its control.

DISPUTE RESOLUTION AND JURISDICTION

The parties agree and understand that this **AGREEMENT** shall be governed by the Surface Transportation Act (49 USC 13101 et. seq.) where applicable and otherwise by the laws of the State of CA, both as to interpretation and performance and any and all actions for any and every breach of this contract shall be instituted and maintained in any court of competent jurisdiction sitting in the Bakersfield, State of CA.

INDEPENDENT CONTRACTOR

The relationship of the **BROKER** to the **CARRIER** shall, at all times, be that of an independent contractor, provided however, that **BROKER** shall be the agent of the **CARRIER** for receipt and collection of freight charges and fees, and **CARRIER** hereby authorizes and appoints **BROKER** as its agent for such purposes.

In the event that after movement and delivery of freight, the ultimate obligor for payment of freight charges and fees becomes bankrupt, or for any reason defaults on its obligation to pay freight charges and fees which **BROKER** had already paid to **CARRIER**. **CARRIER** agrees that all its right, title and interest in such charges and fees shall be, and hereby are, transferred, subrogated and assigned to **BROKER** for the purposes of collection and recovery from the responsible party(s)

EFFECTIVE DATE AND TERMINATION

This **AGREEMENT** is to become effective on the date first written above, or to the extent applicable, upon the date which **CARRIER** and **BROKER** commenced doing business together, whichever is earlier, and shall remain in effect for a period of one (1) year from such date, and shall automatically renew from year to year thereafter,

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subject to the right of either party to cancel or terminate the **AGREEMENT** at any time upon thirty (30) days advance written notice from one party to the other.

BACK SOLICITATION

CARRIER and **BROKER** agree that **BROKER**, at great expense, has developed a broad customer and vendor base that is essential to the successful operation of the **BROKER**. **CARRIER** and **BROKER** agree that disclosure of the identity of **BROKER** customers to **CARRIER** constitutes valuable consideration. During the term of this **AGREEMENT** and for a period of one (1) year from the time of the termination of this **AGREEMENT**, **CARRIER** shall not, directly or indirectly, solicit or do business of a transportation nature with any of **BROKER'S** customers who are serviced by **CARRIER** as a result of this **AGREEMENT** unless otherwise agreed by the parties in writing.

Solicitations prohibited under this **AGREEMENT** including those set forth above, means participation in any conduct, whether direct or indirect, the purpose of which involves transportation of shipper traffic by the **CARRIER** for which the **CARRIER** does, or did in the past, provide transportation services for that shipper traffic under arrangements first made or procured by **BROKER**. Solicitation includes conduct initiated or induced by **CARRIER**, or accepted from or through others in any way related to or affiliated with the **CARRIER**.

If **CARRIER** should perform services of a transportation nature for compensation for any **BROKER** customer as defined below without prior authorization from **BROKER** during the time period set forth above in violation of this **AGREEMENT**, **CARRIER** shall pay **BROKER** within **TEN (10) DAYS** of each such violation an amount equal to **FORTY (40%)** of all revenues invoiced **BROKER** customers by **CARRIER**.

- **BROKER** shall identify its customers to **CARRIER** as each first load from each customer is tendered to **CARRIER**. **CARRIER'S** acceptance of the load and movement of the freight will acknowledge that this new customer is a **BROKER** customer. **CARRIER** has **TEN (10) DAYS** after such "first load" moves to challenge, in writing, why the customer should not be considered a **BROKER** customer. In any case of challenge, **BROKER** and **CARRIER** will agree in writing exactly how this customer will be handled.

SEVERABILITY

If any part of this **AGREEMENT** is determined by competent public authority or court to be contrary to the laws or regulations of any application jurisdiction, then such invalid or unenforceable provision shall be severed from this **AGREEMENT**; however, such determination shall not in any way affect the validity of any other provisions of this **AGREEMENT**.

COMPLETENESS AND AMENDMENTS

The provisions contained in this **AGREEMENT** properly express the complete **AGREEMENT** and understanding between the parties, including those contained in all prior agreements or understanding whatsoever expressed or implied. This **AGREEMENT** may not be changed, waived or modified except by written agreement

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signed by **CARRIER** and **BROKER** stating that such writing in an amendment to this **AGREEMENT**. However, the signatures of the parties shall not be required on the FAX transmitted "load confirmations" described above.

ASSIGNABILITY AND OBLIGATIONS OF SUCCESSORS

Neither party to this **AGREEMENT** may assign its rights or obligations under this **AGREEMENT** without the express written consent of the other party.

This **AGREEMENT** shall be binding upon the parties hereto, their legal representatives, successors, heirs and authorized assigns.

IN WITNESS WHEREOF, authorized representatives of the parties have executed this **AGREEMENT** in two counterpart originals on the date stated at the top of page one.

Shark Logistics Inc.

**3400 PANAMA LANE STE J
BAKERSFIELD, CA 93313**

Carrier: _____

Authorized Person: _____ **Title:** _____

Address: _____

Phone: 661-525-1310

City, State, Zip: _____

Phone: (_____) _____ - _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Jagdeep Singh Insurance Agency, Inc. 4185 N Figarden Dr #101 Fresno, CA 93722. CONTACT: (559) 277-5580. cert559@gmail.com. INSURER(S): Penn-Star Insurance Company, Evanston Insurance Co. NAIC #: 35378.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Contingent Cargo.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER: PROOF OF INSURANCE. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE signature.

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
SHARK LOGISTICS INC

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 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) _____
(Applies to account maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
P O BOX 42931

6 City, state, and ZIP code
BAKERSFIELD CA 93384

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
8	2		4	6	7	1	3	5	5

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 for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶ 3/26/2018

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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-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, later.

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*, later, for further information.

Note: If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.



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

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

SERVICE DATE
March 23, 2018

LICENSE

MC-79953-B

U.S. DOT No. 3105584
SHARK LOGISTICS INC
BAKERSFIELD, CA

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

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

A handwritten signature in black ink that reads "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief
Information Technology Operations Division

BPO

FMCSA MC-RIS
1200 New Jersey Ave., S.E.
Washington, DC 20590

OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE \$300

MC-79953
SUKHVIR BHANGU
3400 PANAMA LN STE J
BAKERSFIELD, CA 93313-3698

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12-1-00
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