



Valued Carrier Partner:

We look forward to the opportunity to working with you and your trucks! Please review and complete the attached forms. The information on the carrier profile will allow us to better understand your needs. Below is a listing of all the documents that we will need in order for Gypsum Logistics to do business with you.

PLEASE SEND IMMEDIATELY VIA FAX OR EMAIL THE FOLLOWING:

Email: logistics@gypsumlogistics.com

Fax: 866-711-0331

1. Certificate of insurance (page 8 can be used to send request to insurance agent)
 - a. Primary Cargo Insurance with a minimum of \$100,000 coverage
 - b. Auto Liability (including hired and non-owned auto liability uninsured/underinsured insurance) with a minimum of \$1,000,000 of coverage
 - c. Workers' compensation in accordance with state statutory limits

All of the above naming Gypsum Logistics, LLC as a certificate holder

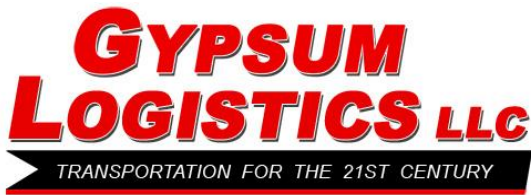
Gypsum Logistics, LLC
8280 Sixty Road – PO BOX 876
Baldwinsville, NY 13027

2. A completed Carrier Profile (page 7)
3. A completed and signed Motor Carrier Agreement (pages 9-12)
4. A completed and signed W-9 Form (page 13)
5. A copy of your Operating Authority

Your DOT Safety Rating must be Satisfactory to qualify as a carrier for Gypsum Logistics, however, we may qualify you based on your SafeStat data if your rating is Conditional or not rated in the SAFER database.

FOR YOUR RECORDS:

1. Gypsum Logistics Contact Information & References (page 2)
2. Gypsum Logistics Operating Authority (page 4)
3. Gypsum Logistics Surety Bond (page 5-6)
4. Gypsum Logistics W-9 (page 3)



CONTACT INFORMATION & REFERENCES

Phone Numbers & Contacts

Logistics Main Number		800-621-7901 x6375	logistics@gypsumexpress.com
Vice President	Dan Henderson	800-621-7901 x6184	dhenderson@gypsumlogistics.com
Operations Manager	Cheryl Chapman	800-621-7901 x6155	cchapman@gypsumlogistics.com
Regional Sales Manager	Brian Bleau	800-621-7901 x6154	bbleau@gypsumlogistics.com
Carrier Development	Joshua Green	800-621-7901 x6127	jgreen@gypsumlogistics.com
Accounts Payable	Jessica Parrow	800-621-7901 x6128	jparrow@gypsumexpress.com

Electronic Fax: 866-711-0331
 Email to Billing: billing@gypsumlogistics.com
 Broker Authority: MC #424109

Corporate Address
 8280 Sixty Road
 Baldwinsville, NY 13027

Mailing Address
 P.O. Box 876
 Baldwinsville, NY 13027

Bank Information
 NBT Bank
 Baldwinsville, NY 13027
 Robert L. Vertucci 315-475-6706

Trade References
 Senn Freight Lines Inc., P.O. Box 1191, Newberry, SC 29108
 803-321-1611 or acct@sennfreightlines.com

Harris Transport Services LLC., 2201 Mt. Ephraim Ave., Camden, NJ 08104
 800-225-1804

K.C. Anointed Trucking LLC., 10132 Hemlock Way, Jonesboro, GA 30238
 Ken Smith 678-480-6515

**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.
Gypsum Logistics

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:
 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. 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) ▶ _____

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 accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
8280 Sixty Road P.O. Box 876

6 City, state, and ZIP code
Baldwinsville, NY 13027

7 List account number(s) here (optional)

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.

Social security number									
			-						
or									
Employer identification number									
0	2	-	0	5	3	1	1	2	4

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 ▶ *Cheryl Chapman* Date ▶ *6-12-15*

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.

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.



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

400 7th Street SW
Washington, DC 20590

SERVICE DATE
March 19, 2002

LICENSE
MC-424109-B
GYPSUM LOGISTICS, LLC
D/B/A GYPSUM LOGISTICS
BALDWINSVILLE, NY

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 cursive script that reads "Terry Shelton".

Terry Shelton, Director
Office of Data Analysis & Information Systems

B. M. C. 84
(10/98)

Approved by OMB
2125-0570

BOND NO. B-12015

FILER FHWA
ACCOUNT NO. _____

License No.
MC 424109

PROPERTY BROKER'S SURETY BOND UNDER 49 U.S.C. 13906

KNOW ALL MEN BY THESE PRESENTS, That we Gypsum Logistics, LLC
(Name of Property Broker)

of 8280 Sixty Road Baldwinsville NY 13027
(Street) (City) (State) (Zip code)

as PRINCIPAL (hereinafter called Principal), and Protective Insurance Company
(Name of Surety)

a corporation, or a Risk Retention Group established under the Liability Risk Retention Act of 1986, Pub. L. 99-563, created and existing under the laws of the State of Indiana *(hereinafter called Surety)* are held and
(State or District of Columbia)

firmly bound unto the United States of America in the sum of \$75,000, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is or intends to become a Broker pursuant to the provisions of Title 49 U.S.C. 13903, and the rules and regulations of the Federal Highway Administration relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Highway Administration such a bond as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefore, and

WHEREAS, this bond is written to assure compliance by the Principal as a licensed Property Broker of Transportation by motor vehicle with 49 U.S.C. 13906(b), and the rules and regulations of the Federal Highway Administration, relating to insurance or other security for the protection of motor carriers and shippers, and shall insure to the benefit of any and all motor carriers or shippers to whom the Principal may be legally liable for any of the damages herein described.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or cause to be paid to motor carriers or shippers by motor vehicle any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill, and carry out all contracts, agreements, and arrangements made by the Principal while this bond is in effect for the supplying of transportation subject to the ICC Termination Act of 1995 under license issued to the Principal by the Federal Highway Administration, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penalty of the bond, but in no event shall the Surety's obligation hereunder exceed the amount of said penalty. The Surety agrees to furnish written notice to the Federal Highway Administration forthwith of all suits filed, judgements rendered, and payments made by said Surety under this bond.

This bond is effective the 1st day of October, 2013, 12:01 a.m., standard time at the address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time cancel this bond by written notice to the Federal Highway Administration at its office in Washington, DC, such cancellation to become effective thirty (30) days after actual receipt of said notice by the FHWA on the prescribed Form BMC-36, Notice of Cancellation Motor Carrier and Broker Surety Bond. The Surety shall not be liable hereunder for the payment of any damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Principal for the supplying of transportation after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Principal for the supplying of transportation prior to the date such termination becomes effective.

The receipt of this filing by the FHWA certifies that a Broker Surety Bond has been issued by the company identified above, and that such company is qualified to make this filing under Section 387.315 of Title 49 of the Code of Federal Regulations.

Falsification of this document can result in criminal penalties prescribed under 18 U.S.C. 1001.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 13th day

Of September, 2013.

PRINCIPAL

Name _____

By *[Signature]*
(Signature and Title)

Witness _____

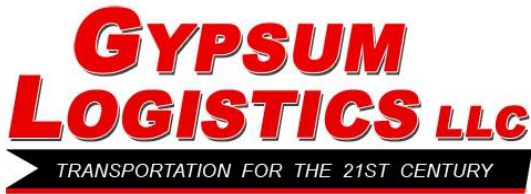
SURETY

Name Protective Insurance Company [SEAL]

By *Ashlie Meadors*
(Ashlie Meadors - Attorney-in-Fact)

Witness *Kristin L Nelson*





CARRIER PROFILE - Please Complete FULLY and Return with carrier contract

MC# _____ **DOT#** _____

Carrier name: _____

Physical address: _____

City / State / Zip: _____

Contact Name: _____ Phone # Toll Free: _____

Phone # Local: _____ (office) After Hrs Phone #: _____

Fax #: _____

Dispatcher(s) _____

Remit to or Factoring Company _____

and/or P.O. Box _____

City / State / Zip: _____

Federal Identification or EIN# _____ SCAC: _____

E-mail address: _____

Would you like available loads e-mailed to you nightly? Yes or No

INSURANCE PROFILE

Insurance Provider: _____

Contact Name: _____ Contact Number: _____

Policy Number: _____

Cargo Insurance Limit: \$ _____

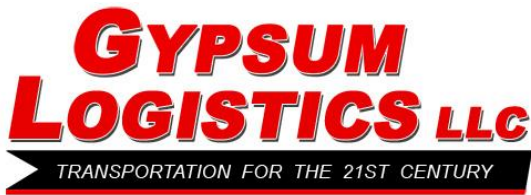
EQUIPMENT PROFILE

Please give the **CURRENT COUNT** for the following equipment types:

48' Vans: _____ 48' Reefers: _____ Specialized Flats: _____ Double Drops: _____ Hotshots: flats _____

53' Vans: _____ 53' Reefers: _____ Step decks: _____ Bulk wet: _____ Hotshots: vans _____

57' Vans: _____ Flatbeds: _____ Curtain Sides: _____ Bulk dry: _____



Request for Certificate of Insurance

Date: _____

To: _____
Your Insurance Agent

From: _____
Carriers Company Name

Dear Insurance Agent:

The above named Carrier has applied to become a broker carrier for Gypsum Logistics, LLC. In order to complete their application, we must have a current certificate of insurance on file naming the following as certificate holders:

Gypsum Logistics, LLC; 8280 Sixty Road – PO Box 876 – Baldwinsville, NY 13027

The Certificate of Insurance must include the following information:

1. Coverage Amounts for Auto and Cargo (in U.S. funds)
 - a. Primary Cargo Insurance with a minimum of \$100,000 coverage
 - b. Auto Liability (including hired and non-owned auto liability uninsured/underinsured insurance) with a minimum of \$1,000,000 of coverage
 - c. Workers' compensation in accordance with state statutory limits
2. Policy must include a **waiver of subrogation** against the certificate holders.
3. Provide **policy numbers, deductible amounts** and indicate whether cargo coverage is **All Risk**, or **Broad Form**. Please indicate any **exclusions**, include **schedules** when referenced, and list level of **non-owned equipment coverage for trailers**, if applicable.
4. The certificate **MUST BE SIGNED** and include a **cancellation clause of 30 days**. Insurance

Agents — Please email or fax the completed Certificate of Insurance to:
logistics@gypsumlogistics.com or 866-711-0331

If you have any questions, please feel free to contact us:

Carrier Management Group

Phone: 315-638-2201 ext. 6375

Fax: 866-711-0331 email: logistics@gypsumlogistics.com



Please initial each page, and sign accordingly on the last

MOTOR CONTRACT CARRIER AGREEMENT

This Agreement is made and entered into on _____ 20____, by and between _____, ('Carrier'); and Gypsum Logistics, LLC ("Gypsum") a corporation organized and existing under the laws of the State of New York, MC NO. 424109 sub B.

1. IDENTIFICATION OF PARTIES

Gypsum Logistics, LLC is a regulated Broker of General Commodities pursuant to 49 U.S.C. §13903, authorized by Permit No. MC-424109 (a copy of which permit is attached hereto and made a part hereof) to engage in operations as a Broker in connection with the transportation of general commodities, except household goods, between points in the United States.

Gypsum Logistics LLC is authorized by 49 U.S.C. §14101 (b) (1) to enter into contracts with motor carriers. This contract relates solely to the movement of general commodities.

Carrier is a licensed Contract Carrier pursuant to 49 U.S.C. §13902, authorized by License No. MC-_____, (and subs thereto, a copy of which license is attached hereto and made a part hereof), to engage in operations in connection with the transportation of general commodities, except household goods, between points in the United States.

Carrier is authorized by 49 U.S.C. §14101 (b) (1) to enter into contracts with brokers. This contract relates solely to the movement of general commodities.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL BENEFIT AND PERFORMANCE REQUIREMENTS STATED HEREIN, THE PARTIES AGREE AS FOLLOW:

2. CONTRACT TERM, TERMINATION AND JURISDICTION

This contract is to become effective as of the date indicated above and shall remain in effect for a period of one year from such date, and from year to year thereafter, subject to the right of either party hereto to cancel or terminate the contract at any time upon not less than thirty (30) days written notice of one party to the other.

This contract shall be governed by Title 49 of the United States Code and the Code of Federal Regulations.

3. COMPENSATION AND TERMS

Gypsum will confirm electronically a shipment confirmation that sets forth the rates, terms, and conditions agreed upon for the shipment. Unless the carrier objects to the content within 24 hours of receipt, carrier shall be deemed to have assented to the confirmation, which shall be binding. Each confirmation shall be incorporated into and considered to be a part of this contract.

4. PAYMENT OF RATES AND CHARGES

(a) Within twenty-five (25) days after Gypsum's receipt of the Carrier's invoice, proof of delivery, confirmation or any other required supporting documentation, Gypsum will pay the carrier in US Funds the rates and charges that are applicable to the specific shipment.

(b) Carrier shall have no lien on any shipment tendered hereunder and agrees to release and waive any claim against Beneficial Owner, Consignor or Consignee for freight charges, and agrees to seek payment for freight charges from Gypsum only.

Carrier Initials_____ Carrier MC#_____



5. CARRIER INSURANCE REQUIREMENTS

Carrier shall maintain Automobile Liability, Property Damage and Cargo Insurance at all times, with minimum coverage of \$1,000,000 liability auto and property damage; \$100,000 cargo insurance per incident on each vehicle; and workers' compensation insurance, unless exempt, as required by the Carrier's state of domicile. Carrier will provide Gypsum with a copy of said policies or certificates of insurance, verified by the insurer, stating the required coverages and listing any exceptions or exclusions. Certificates shall be addressed to Gypsum as certificate holder and shall require the insurer to give Gypsum ten (10) days written notice of cancellation. Without limitation, Carrier agrees to indemnify and defend Gypsum for any failure to maintain the aforementioned insurance or to properly notice Gypsum of such failure.

6. BILL OF LADING AND FREIGHT BILL REQUIREMENTS

Freight ready for transit shall be picked up at the designated point of origin by Carrier at the time specified by Gypsum, and be delivered to the point of destination by Carrier as specified by Gypsum, in the Bill of Lading, or by other shipping documents provided at origin, including the Rate Confirmation if provided on dispatch, which shall be completed upon delivery at point of destination and be deemed "proof of delivery". Carrier shall provide a completed Bill of Lading or proof of delivery and Rate Confirmation in support Carrier's Freight Bill within twenty (20) days of delivery. Each Bill of Lading and Freight Bill shall contain the PRO number (load number) assigned to each shipment by Gypsum at time of dispatch. Should any additional requirements of Carrier's services have been agreed, Carrier shall satisfy and document the same.

7. HOLD HARMLESS OF GYPSUM AND BENEFICIAL OWNER

Carrier agrees to comply with all federal, state, and local laws, rules, regulations, and conditions governing its activities hereunder as a highway motor carrier, and at all times to perform its services hereunder in a good and workmanlike manner in accordance with the highest standards of the trade. Carrier agrees to indemnify, defend, release, and hold Gypsum and Beneficial Owner harmless from and against all liability, costs and expense for loss or damage to property and/or injury to or deaths of persons (including, but not limited to, the property and employees of each party hereto) when arising or resulting, directly, or indirectly, from any acts or omissions of Carrier, its agents, subcontractors, employees, or invitees associated with or arising out of this Agreement.

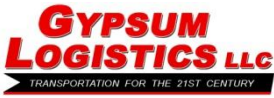
8. CARRIER'S CARGO LIABILITY

Carrier shall be liable to Gypsum to the extent of its interest and to Beneficial Owner for loss or damage to any property transported under this Agreement as set forth under 49 U.S.C. Section 14706, except that as stated above, NO shipment moving under this Agreement shall be for a released value. Such liability for the full actual value of loss and damage to cargo shall begin at the time the cargo is first loaded upon Carrier's equipment (or its permitted substitute) at point of origin, and continue until said cargo is delivered to the original final destination consignee, or to any intermediate stop-off party. Carrier's liability shall be for the full value of the damaged or lost item(s). Carrier's liability shall not be limited in anyway by limitations or exclusions of coverage in Carrier's required insurance policies set forth in Section 5 hereof.

9. SETTLEMENT OF CARGO CLAIMS

Cargo claims shall be investigated and settled in accordance with the regulations codified at 49 C.F.R. §1005 as in effect on December 30, 1995. As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing the bill of lading, or carrier on whose line the loss, damage, injury or delay occurred, or carrier in possession of the property when the loss, damage, injury or delay occurred, within one year after delivery has elapsed. Suits shall be instituted against any carrier within two years, three months and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims shall not be paid. If any dispute arises about a cargo claim, the party who alleges a violation may file suit in the federal district or the state and county in which Gypsum is located, or in which this contract is filed.

Carrier Initials _____ Carrier MC# _____



10. MEDIATION OF ALL DISPUTES OTHER THAN CARGO CLAIMS

If a dispute arises out of or relates to this AGREEMENT, other than a dispute about cargo claims, and the parties have not been successful in resolving the dispute through negotiation, the parties agree to attempt to resolve the dispute by submitting the dispute to mediation by the AMERICAN ARBITRATION ASSOCIATION (“AAA”). Each party shall bear its own expenses and an equal share of the expenses of the mediator and the fees of the AAA. The parties, their representatives, other participants and the mediator shall hold the existence, content and result of the mediation in confidence. If such dispute is not resolved by such mediation, the parties shall have the right to resort to any remedies permitted by law. All defenses based on the passage of time shall be tolled pending the termination of the mediation. Nothing in this clause shall be construed to preclude any party from seeking injunctive relief in order to protect its rights pending mediation. A request by a party to a court for such injunctive relief shall not be deemed a waiver of the obligation to mediate.

11. CARRIER NOT TO SUBCONTRACT

Carrier agrees that it shall transport all loads tendered to it under its own authority, on equipment owned or leased by it, and use employees or independent contractors under contract with it. Should a violation of the preceding sentence occur, Carrier agrees to pay any and all charges relating to the movement of the shipment, and to indemnify and hold harmless Shipper and/or Shipper’s customers from any and all freight charges claimed to owe directly to the underlying motor carrier. Carrier also agrees to settle any cargo claims that may arise in connection with a violation of this paragraph pursuant to 49 U.S.C.§14706.

12. INDEPENDENT CONTRACTOR RELATIONSHIP

The relationship of the Carrier to Gypsum shall, at all times, be that of an independent contractor. Gypsum Logistics, LLC expressly disavows any agency, partnership or joint venture relationship between Gypsum and Carrier. If requested, Carrier shall expressly confirm in writing to any third party its status as an independent contractor.

13. BACK SOLICITATION

Carrier shall not solicit business from any shipper, consignor, consignee or customer of Gypsum where: (1) the availability of such business first became known to Carrier as a result of Gypsum's efforts; or (2) where the traffic of the shipper, consignor, consignee or customer of Gypsum was first tendered to Carrier by Gypsum . If Carrier “back-solicits” Gypsum's customers, and/or obtains such business, Gypsum shall be entitled to a commission from Carrier equal to twenty percent (20%) of the transportation revenue received on the movement of the traffic, as liquidated damages, for a period of fifteen (15) months after the involved traffic first begins to move. Termination of this contract shall not affect the enforceability and applicability of the foregoing provisions of this clause for a period of fifteen (15) months after termination.

14. TRANSIT TIME

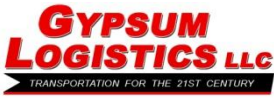
Gypsum and Carrier may make agreements on each shipment as to required transit time. Such agreements may make the transit time obligation less or more than “reasonable dispatch”. In the absence of an agreement between the parties, the following transit time schedule shall apply. (1) On shipments moving less than 500 miles, next day delivery. (2) On shipments moving more than 500 miles, one day more for every increase of 500 miles, or part thereof. To illustrate: on a shipment moving 2900 miles, delivery shall be made in six (6) days. Safety on the Highways is of major concern to both parties, and these transit times are compatible with the Federal Highway Administration’s Safety Rules.

15. GYPSUM’S OBLIGATIONS

(a) Gypsum shall provide to Carrier for shipment a minimum of one (1) shipment consistent with the rate requirements stated hereinabove for each year this Agreement remains in effect, and Carrier agrees to transport those shipments tendered during that period of time.

(b) Gypsum agrees to pay Carrier for the transportation of the commodities moved under this Agreement in accord with the rate and route requirements as agreed by the parties and confirmed by written Rate Confirmations, or modifications thereto. All shipments will be made on a prepaid basis with Gypsum as solely responsible for Carrier’s lawful freight charges. Payment of Carrier’s freight bill will be made within twenty-five (25) days after Gypsum’s receipt of the Bill of Lading / Proof of Delivery, Freight Bill and Rate Confirmation.

Carrier Initials _____ Carrier MC# _____



16. 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 disorder, or through compliance with legally constituted order of civil or military authorities.

17. AGREEMENT SUPERSEDES

This Agreement supersedes and cancels, as of the effective date hereof, all prior agreements between the parties with respect to the service to be performed hereunder.

18. ENTIRE AGREEMENT, MODIFICATIONS, AND SEVERABILITY

This Agreement shall remain in effect for a period of one year from date, and from year-to-year thereafter, subject to the right of either party hereto to cancel or terminate the Agreement at any time upon not less than thirty (30) days written notice of one party to the other, provided that upon cancellation, any transaction already in progress shall remain subject to the terms of this Agreement until completed. Should any portion of this Agreement be held unenforceable, all other provisions not found so will continue in effect. Any modification to the terms and conditions of this Agreement must be in writing and signed by authorized representatives of both parties to be enforceable.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first herein above written.

ACCEPTED AND AGREED:

ACCEPTED AND AGREED:

Dan Henderson
Vice President

Gypsum Logistics, LLC
8280 Sixty Road – PO BOX 876
Baldwinsville, NY 13027

(Carrier Company Name)

(Carrier Address)

_____/_____
(City / State) (MC #)

By: _____
(Signature of Authorized Company Representative)

Name: _____
(Please Print)

Title: _____

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	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: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <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) ▶ _____ 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. <input type="checkbox"/> 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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.

Social security number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> </table>				
OR				
Employer identification number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> </table>				

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.

Sign Here	Signature of U.S. person ▶	Date ▶
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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.

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.