

## **SECOND AMENDMENT TO AGREEMENT**

This SECOND AMENDMENT TO THE AGREEMENT for Services (Second Amendment) is made and entered into, effective \_\_\_\_\_, by and between the CITY OF FRESNO, a California municipal corporation (City), and WeDriveU, Inc. dba National Express Transit Corporation (f/k/a National Express Transit Corporation) (Contractor). The City and Contractor are collectively referred to as the Parties in this Second Amendment.

### **RECITALS**

WHEREAS, the Parties entered into a three-year Agreement with the option of four one-year extensions effective November 3, 2020 (Agreement) for ADA Paratransit Services (Project); and

WHEREAS, the Parties entered into a First Amendment, dated June 10, 2025, to acknowledge the contractor's legal entity name change and restructuring. The entities have additionally changed the contractor's Tax ID from FEIN 45-3676604 to FEIN 94-3073200 along with a change of address from 62807 Collections Center Drive Chicago, IL 60693 to 121 2nd St., Suite 300, San Francisco, CA 94105; and

WHEREAS, the Parties now desire to enter into this Second Amendment for an increased monetary consideration not to exceed \$32,000,000 for a total contract value not to exceed \$57,183,393.52 for the life of the Agreement, expiring November 3, 2027; and

WHEREAS, by entry into this Second Amendment, Contractor agrees it has no claim, demand, or dispute with the City.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree that the aforesaid Agreement be amended as follows:

1. Contractor's sole compensation for satisfactory performance for all services required pursuant to this Second Amendment shall be for an increased monetary consideration not to exceed \$32,000,000 for a total contract value not to exceed \$57,183,393.52 for the life of the Agreement, expiring November 3, 2027.

2. In the event of any conflict between the body of this Second Amendment and any exhibit or attachment hereto, the terms and conditions of the body of this Second Amendment shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the Parties, provided for within the body of this Second Amendment, shall be null and void.

3. Except as otherwise specifically set forth in this Second Amendment, the remaining provisions of the First Amendment, dated June 10, 2025, and the Agreement, dated November 3, 2020, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,  
a California municipal corporation

WeDriveU, Inc. dba National Express  
Transit Corporation

By: \_\_\_\_\_  
Melissa Perales Date  
Purchasing Manager

Signed by:  
By: Eric Van Wagenen  
7313890F77EB4EC...  
Eric Van Wagenen  
Chief Executive Officer

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

Signed by:  
By: Jennifer Wharton 9/29/2025  
250AD6D4466E467...  
Jennifer M. Wharton Date  
Deputy City Attorney

DocuSigned by:  
By: Samuel Marshall  
D04792D70BAE4F4...  
Samuel Marshall  
Chief Financial Officer

ATTEST:  
TODD STERMER, MMC  
City Clerk

By: \_\_\_\_\_  
Deputy Date

CITY:  
City of Fresno  
Attention: Sharlee Flores  
Senior Management Analyst  
Address: 2600 Fresno Street  
Fresno, CA 93721  
Phone: (559) 621-1481  
E-mail: Sharlee.Flores@fresno.gov

CONTRACTOR:  
WeDriveU, Inc. dba National Express  
Transit Corporation  
Attention: Shauna Feil  
Address: 121 2nd Street, Suite 300  
San Francisco, CA 94105  
Phone: (650) 597-9642  
E-mail: shauna.feil@wedriveu.com

Attachments:

1. Original Services Agreement
2. First Amendment

## SERVICE REQUIREMENTS CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (City), and NATIONAL EXPRESS TRANSIT CORPORATION, (Contractor), as follows:

1. CONTRACT DOCUMENTS. The "Notice Inviting Proposals," "Instructions to Proposers," "Proposal" and the "Specifications" including "General Conditions," "Special Conditions", "Federal Conditions", "Functional Specifications" and "Technical Requirements" for the following: REQUEST FOR PROPOSALS FOR REQUIREMENTS CONTRACT FOR ADA PARATRANSIT SERVICES, BID FILE NO. 9524 copies of which are annexed hereto, together with all the documents specifically referred to in said annexed documents, including the Performance Bond, if required, are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. PRICE. For the maximum monetary consideration of TWENTY-FIVE MILLION ONE HUNDRED EIGHTY-THREE THOUSAND THREE HUNDRED NINETY-THREE DOLLARS AND FIFTY-TWO CENTS (\$25,183,393.52), as set forth in the Proposal, Contractor promises and agrees to perform or cause to be performed, in a good and workmanlike manner, and to the satisfaction of the City, and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. PAYMENT. The City accepts the Contractor's Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents, based on the actual service provided by the Contractor. At no time and under no circumstances will the City make payment to the Contractor for cancelled, skipped, missed, or otherwise unperformed work. The Contractor agrees to accept electronic payment from the City.

4. INDEMNIFICATION. To the furthest extent allowed by law, including but not limited to California Civil Code section 2782, the Contractor shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

If the Contractor should subcontract all or any portion of the services to be performed under this Agreement, the Contractor shall require each subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by the City shall be subsequent to that of the Contractor's, and this Contract shall be binding and effective upon execution by both parties.

CITY OF FRESNO,  
A California Corporation

By: Melissa Perales  
CE4CF5EAB18D46B...  
MELISSA PERALES  
Purchasing Manager

Dated: 11/3/2020

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN

City Attorney  
By: Brandon Collet 11/3/2020  
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BRANDON COLLET  
Senior Deputy City Attorney

ATTEST:  
YVONNE SPENCE, MMC

City Clerk  
By: Marco Martinez 11/4/2020  
B0534891E7C44A0...  
Deputy

Addresses:  
CITY:  
City of Fresno  
Attention: Sandra Gamez  
Senior Procurement Specialist  
2600 Fresno Street  
Fresno, CA 93721  
Phone: (559) 621-1169  
FAX: (559) 457-1265

NATIONAL EXPRESS TRANSIT  
CORPORATION

By: [Signature]  
Name: Gary L. Waits Jr.  
Title: Student Transportation  
(If corporation or LLC., Board Chair,  
Pres. or Vice Pres.)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
(If corporation or LLC., CFO, Treasurer,  
Secretary or Assistant Secretary)

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

CONTRACTOR:  
National Express Transit Corporation  
Attention: Peter Greenberg  
Director of Business Development  
15914 SE 29<sup>th</sup> Street  
Vancouver, WA 98683  
Phone: (480)468-4880

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by the City shall be subsequent to that of the Contractor's, and this Contract shall be binding and effective upon execution by both parties.

CITY OF FRESNO,  
A California municipal corporation

By: Melissa Perales  
CE4CF5EAB18D46B...  
MELISSA PERALES  
Purchasing Manager

Dated: 11/3/2020

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By: Brandon Collet 11/3/2020  
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BRANDON COLLET  
Senior Deputy City Attorney

ATTEST:  
YVONNE SPENCE, MMC  
City Clerk

By: Marco Martinez 11/4/2020  
B0534891E7C44A0...  
Deputy

Addresses:  
CITY:  
City of Fresno  
Attention: Sandra Gamez  
Senior Procurement Specialist  
2600 Fresno Street  
Fresno, CA 93721  
Phone: (559) 621-1169  
FAX: (559) 457-1265

NATIONAL EXPRESS TRANSIT  
CORPORATION

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(If corporation or LLC., Board Chair,  
Pres. or Vice Pres.)

By: Dorothy G. Caples

Name: DOROTHY G. CAPLES

Title: Corporate Secretary  
(If corporation or LLC., CFO, Treasurer,  
Secretary or Assistant Secretary)

REVIEWED BY:

[Signature]

CONTRACTOR:  
National Express Transit Corporation  
Attention: Peter Greenberg  
Director of Business Development  
15914 SE 29<sup>th</sup> Street  
Vancouver, WA 98683  
Phone: (480)468-4880

## **FIRST AMENDMENT TO AGREEMENT**

This FIRST AMENDMENT TO THE AGREEMENT for Services (First Amendment) is made and entered into, effective June 10, 2025, by and between the CITY OF FRESNO, a California municipal corporation (City), and WeDriveU, Inc. dba National Express Transit Corporation (f/k/a National Express Transit Corporation) (Contractor). The City and Contractor are collectively referred to as the Parties in this First Amendment.

### **RECITALS**

The Parties entered into an Agreement for Services effective November 3, 2020 (Agreement), for ADA Paratransit Services (Project); and

The Parties now desire to amend the Agreement to acknowledge the contractor's legal entity name change and restructuring. The entities have additionally changed the contractor's Tax ID from FEIN 45-3676604 to FEIN 94-3073200 along with a change of address from 62807 Collections Center Drive Chicago IL 60693 to 121 2nd St., Suite 300, San Francisco, CA 94105. No terms to the original agreement effective November 3, 2020 have changed and the contractor will still perform the same as agreed upon in the original agreement.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree that the aforesaid Agreement be amended as follows:

1. Acknowledge the contractor's legal entity name change and restructuring to WeDriveU, Inc. dba Nation Express Transit Corporation (f/k/a National Express Transit Corporation).
2. In the event of any conflict between the body of this First Amendment and any exhibit or attachment hereto, the terms and conditions of the body of this First Amendment shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the Parties, provided for within the body of this First Amendment, shall be null and void.
3. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement, dated November 3, 2020, shall remain in full force and effect.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,  
a California municipal corporation

DocuSigned by:  
By: Melissa Perales 6/9/2025  
Melissa Perales Date  
Purchasing Manager

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

By: Jennifer M. Wharton 6/10/25  
Jennifer M. Wharton Date  
Deputy City Attorney

ATTEST:  
TODD STERMER, MMC  
City Clerk

DocuSigned by:  
By: Tina Your 6/10/2025  
Tina Your Date  
Deputy

CITY:  
City of Fresno  
Attention: Sharlee Flores  
Senior Management Analyst  
Address: 2600 Fresno Street  
Fresno, CA 93721  
Phone: (559) 621-1481  
E-mail: Sharlee.Flores@fresno.gov

WeDriveU, Inc. dba Nation Express  
Transit Corporation

Signed by:  
By: Erick Van Wagenen 6/6/2025  
Eric Van Wagenen  
Chief Executive Officer

DocuSigned by:  
By: Sam Marshall 6/6/2025  
Samuel Marshall  
Chief Financial Officer

CONTRACTOR:  
WeDriveU, Inc. dba Nation Express  
Transit Corporation  
Attention: Shauna Feil  
Address: 121 2nd Street, Suite 300  
San Francisco, CA 94105  
Phone: (650) 597-9642  
E-mail: shauna.feil@wedriveu.com

Attachment:

1. Original Services Agreement
2. Contractor's W9 Form

## SERVICE REQUIREMENTS CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (City), and NATIONAL EXPRESS TRANSIT CORPORATION, (Contractor), as follows:

1. CONTRACT DOCUMENTS. The "Notice Inviting Proposals," "Instructions to Proposers," "Proposal" and the "Specifications" including "General Conditions," "Special Conditions", "Federal Conditions", "Functional Specifications" and "Technical Requirements" for the following: REQUEST FOR PROPOSALS FOR REQUIREMENTS CONTRACT FOR ADA PARATRANSIT SERVICES, BID FILE NO. 9524 copies of which are annexed hereto, together with all the documents specifically referred to in said annexed documents, including the Performance Bond, if required, are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. PRICE. For the maximum monetary consideration of TWENTY-FIVE MILLION ONE HUNDRED EIGHTY-THREE THOUSAND THREE HUNDRED NINETY-THREE DOLLARS AND FIFTY-TWO CENTS (\$25,183,393.52), as set forth in the Proposal, Contractor promises and agrees to perform or cause to be performed, in a good and workmanlike manner, and to the satisfaction of the City, and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. PAYMENT. The City accepts the Contractor's Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents, based on the actual service provided by the Contractor. At no time and under no circumstances will the City make payment to the Contractor for cancelled, skipped, missed, or otherwise unperformed work. The Contractor agrees to accept electronic payment from the City.

4. INDEMNIFICATION. To the furthest extent allowed by law, including but not limited to California Civil Code section 2782, the Contractor shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

If the Contractor should subcontract all or any portion of the services to be performed under this Agreement, the Contractor shall require each subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by the City shall be subsequent to that of the Contractor's, and this Contract shall be binding and effective upon execution by both parties.

CITY OF FRESNO,  
A California Corporation

By: Melissa Perales  
CE4CF5EAB18D46B...  
MELISSA PERALES  
Purchasing Manager

Dated: 11/3/2020

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN

City Attorney  
By: Brandon Collet 11/3/2020  
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BRANDON COLLET  
Senior Deputy City Attorney

ATTEST:  
YVONNE SPENCE, MMC

City Clerk  
By: Marco Martinez 11/4/2020  
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Deputy

Addresses:  
CITY:  
City of Fresno  
Attention: Sandra Gamez  
Senior Procurement Specialist  
2600 Fresno Street  
Fresno, CA 93721  
Phone: (559) 621-1169  
FAX: (559) 457-1265

NATIONAL EXPRESS TRANSIT  
CORPORATION

By: [Signature]  
Name: Gary L. Waits Jr.

Title: Student Transportation  
(If corporation or LLC., Board Chair,  
Pres. or Vice Pres.)

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(If corporation or LLC., CFO, Treasurer,  
Secretary or Assistant Secretary)

REVIEWED BY:

\_\_\_\_\_

CONTRACTOR:  
National Express Transit Corporation  
Attention: Peter Greenberg  
Director of Business Development  
15914 SE 29<sup>th</sup> Street  
Vancouver, WA 98683  
Phone: (480)468-4880

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by the City shall be subsequent to that of the Contractor's, and this Contract shall be binding and effective upon execution by both parties.

CITY OF FRESNO,  
A California municipal corporation

By: Melissa Perales  
CE4CF5EAB18D46B...  
MELISSA PERALES  
Purchasing Manager

Dated: 11/3/2020

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By: Brandon Collet 11/3/2020  
1CFC5444CAA64DB...  
BRANDON COLLET  
Senior Deputy City Attorney

ATTEST:  
YVONNE SPENCE, MMC  
City Clerk

By: Marco Martinez 11/4/2020  
B0534891E7C44A0...  
Deputy

Addresses:  
CITY:  
City of Fresno  
Attention: Sandra Gamez  
Senior Procurement Specialist  
2600 Fresno Street  
Fresno, CA 93721  
Phone: (559) 621-1169  
FAX: (559) 457-1265

NATIONAL EXPRESS TRANSIT  
CORPORATION

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(If corporation or LLC., Board Chair,  
Pres. or Vice Pres.)

By: Dorothy G. Caples

Name: DOROTHY G. CAPLES

Title: Corporate Secretary

(If corporation or LLC., CFO, Treasurer,  
Secretary or Assistant Secretary)

REVIEWED BY:

[Signature]

CONTRACTOR:  
National Express Transit Corporation  
Attention: Peter Greenberg  
Director of Business Development  
15914 SE 29<sup>th</sup> Street  
Vancouver, WA 98683  
Phone: (480)468-4880

Form **W-9**  
(Rev. March 2024)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)  <b>WeDriveU, Inc.</b>		
	2 Business name/disregarded entity name, if different from above.  <b>dba National Express Transportation Corporation</b>		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>		
	5 Address (number, street, and apt. or suite no.). See instructions.  <b>121 2nd St., Suite 300</b>		Requester's name and address (optional)
6 City, state, and ZIP code  <b>San Francisco, CA 94105</b>			
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 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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
9	4	-	3	0	7	3	2	0	0

## 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 <b>May 20, 2025</b>
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## 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](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they