

## **BROKER – CONTRACT CARRIER AGREEMENT**

This Agreement is between *Star Specialized Transport, LLC.*, (“BROKER”), a federally licensed transportation operating pursuant to MC – 691929 and \_\_\_\_\_ (“CARRIER”) a federally licensed motor carrier operating pursuant to MC - # \_\_\_\_\_ and DOT - # \_\_\_\_\_ with offices at \_\_\_\_\_. In consideration of the mutual promises herein contained, and with intent to be legally bound hereby, it is agreed that:

1. This Agreement shall be governed by Title 49 of the U.S. Code, CFR and federal common law applicable to interstate transportation of goods. CARRIER’s tariffs, circulars or service guides shall not apply unless specifically agreed to and incorporated by reference herein. This Agreement is deemed executed in BROKERS’ home State and Country. The term of this agreement shall be one month from the date of signing and shall continue month to month until fourteen-day notice of termination is received. The terms and conditions of this contract may be periodically updated and shall become effective upon Carrier’s acceptance of any future shipment via rate confirmation referencing and incorporating the updated Agreement terms.
2. CARRIER will issue a Bill of Lading in its own name for property received hereunder and shall be liable to the person entitled to recover under the bill of lading for the actual loss or injury to the property as set forth in 49 U.S.C. § 14706. Actual loss shall be shipper’s invoice price. Failure to issue a bill of lading does not affect the liability of CARRIER. No shipment shall move subject to released valuation unless such limitation is set forth in a writing signed by the parties. A notation by the carrier or its agent on a bill of lading or other shipping document, or a limitation of liability contained in a tariff, service guide or on a website, shall not constitute the specific agreement required. CARRIER’S liability shall begin at the time cargo is loaded upon CARRIER’S equipment and continue until the cargo is delivered to the designated consignee or to any intermediate stop-off party. CARRIER is responsible for the loading and securing of all shipments and has the duty to inspect each shipment in accord with 49 CFR § 393. Cargo claims shall be investigated and settled in accordance with 49 CFR § 370. Claims must be filed in writing with CARRIER within nine months after delivery or scheduled delivery. Suit must be instituted against the carrier within two years from the day written notice is given by the CARRIER to the claimant that the CARRIER has disallowed the claim in whole or in part. If CARRIER fails to acknowledge or investigate claims as required under 49 CFR § 370, BROKER shall be entitled to offset claims against any and all freight charges owed.
3. CARRIER agrees to maintain cargo insurance in the amount of \$100,000 and CARRIER shall be liable for all deductibles, limitations or exclusions in cargo insurance coverage. CARRIER represents and warrants that it is in full compliance and shall maintain Worker’s Compensation insurance as prescribed by the laws of the states in which the transportation services shall be performed; Employer’s Liability Insurance in the amount of \$500,000; Auto Insurance covering all owned, non-owned and hired vehicles including blanket contractual coverage in the amount of \$1,000,000 and naming BROKER as an Additional Insured. CARRIER’s insurance agent will supply BROKER with a Certificate of Insurance so naming BROKER and identifying exclusions, limitations and deductibles including but not limited to geographic, target commodities, theft, unattended vehicles, scheduled vehicles or drivers and requiring the insurance agent to give BROKER thirty (30) days written notice prior to cancellation. Carrier’s liability shall not be limited by insurance amounts or coverage.

4. CARRIER warrants that it is an independent contractor and exercises exclusive control over its equipment, personnel, and the means and methods of carrying out its contractual obligations. CARRIER further warrants that it operates in compliance with all Federal and State laws. CARRIER agrees that the equipment shall be clean, in good working order, properly licensed, identified and insured and suitable for the transportation requested. CARRIER warrants that such has not been used at any time, to transport compressed household, municipal or commercial waste, or any other waste material. All drivers shall be well trained, properly licensed and insured, tested and directed to use the utmost care and due diligence for safety to the public and in the protection of shipper's commodities. CARRIER shall maintain a U.S. DOT safety rating of "Satisfactory" or "Continue to Operate" unless CARRIER is unrated. CARRIER agrees to notify BROKER within 24 hours of any change in CARRIER's safety rating. The CARRIER is solely responsible for all expenses for operating as a CARRIER, including but not limited to all business, equipment and employee licenses, permits, inspection, maintenance, testing, insurance, compensation and taxes.

CARRIER warrants and acknowledges that it possesses full and complete understanding and knowledge of the US DOT's safety programs (including, but not limited to, driver violations and ranking criteria.) CARRIER, and its drivers shall at all times meet safety standards sufficient to enable CARRIER to (a) operate without US DOT intervention or restriction; (b) obtain and maintain the insurance coverage required by this Agreement; and (c) be and remain competitive with similarly situated carriers. CARRIER further agrees to (i) immediately notify BROKER in writing if CARRIER has been assigned a "Conditional", "Unfit", or "Marginal" rating in any area of their safety and compliance performance; and (ii) to reject and not otherwise accept the transport of any freight offered by BROKER during such time as CARRIER is so rated.

5. **INDEMNIFICATION: CARRIER agrees to pay, indemnify, defend and hold BROKER and Broker's Customer harmless against any and all loss, damage or delay claims which are in any way caused, contributed to, or exacerbated by the breach of contract, intentional or negligent acts or omissions or violations of law by CARRIER, its employees, drivers, helpers, contractors, subcontractors or agents, on each shipment tendered to CARRIER pursuant to this Agreement. Carrier further agrees to indemnify, defend and hold BROKER and Broker's Customer harmless from all and any allegations, claims, liability, or costs for injury to persons and/or damage to property which are in any way caused, contributed to or exacerbated by the breach of contract, negligent or intentional acts or omissions, or violations of law by CARRIER, its employees, drivers, helpers, subcontractors, independent contractors or agents, or arising out of the CARRIER's operations hereunder, including but not limited to claims for respondent superior, negligent selection, hiring or supervision of carrier, its employees, agents or subcontractors. CARRIER acknowledges that where the loss, injury or damage arises from the underlying breach, acts or omissions of carrier, as opposed to any active or direct breach, act or omission of BROKER or its customers, CARRIER's defense, indemnification and hold harmless obligations are triggered regardless of the form, cause of actions, or allegations against BROKER or its customer. Indemnification shall include attorneys' fees and cost, including fees and costs for enforcement of this agreement.**
6. BROKER agrees to pay CARRIER at the agreed rate within 30 days of receipt by BROKER of CARRIER's invoice, and transportation documents, including the signed original bill of lading, proof of delivery or delivery receipt as set forth in the rate confirmation provided to the CARRIER prior to shipment, regardless of payment from shipper. CARRIER authorizes BROKER to invoice shipper,



receiver, consignor or consignee for freight charges as agent for and on behalf of CARRIER. Payment of the freight charges to BROKER shall relieve shipper, receiver, consignor, or consignee of any liability to the CARRIER for non-payment of charges. Rates, additional terms and shipper specific requirements for transportation service may be established through the rate confirmation document, and shall act as an appendix to this Agreement. The rates, terms and shipper requirements set forth in the rate confirmation shall be deemed to be the agreement of the parties for the referenced shipment, and the confirmation deemed part of this agreement unless CARRIER notifies BROKER within 24 hours of any disagreement as to rates and shipment specifications.

7. As per 49 USC 13901 (c), Carrier hereby warrants that it is and shall perform the transportation service as a motor carrier under registered MC/DOT#, and that any person who knowingly authorizes, consents to, or permits, directly or indirectly, either alone or in conjunction with any other person, a violation of this warranty, including but not limited to "double brokering" is liable to BROKER for liquidated damages of \$10,000 for each violation plus all valid freight charges, cargo or other claims incurred without regard to amount. BROKER shall also be entitled to its collection and costs of enforcement, interests and attorneys' fees. The liability for claims under this section for unauthorized or "double brokering" shall apply, jointly and severally to any corporate entity or partnership involved; and to the individual officers, directors and principals of such entities. CARRIER agrees that it will 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. If CARRIER "brokers" a shipment, CARRIER forfeits the right to collect any freight charges, for that or any other shipment and agrees BROKER may pay such charges directly to the underlying carrier. If BROKER pays CARRIER, CARRIER agrees to pay any and all charges relating to the movement of the shipment, and to indemnify and hold harmless BROKER and/or BROKER's customers from any and all freight charges claimed to be owed to the underlying motor carrier. CARRIER shall settle all cargo claims that arise in connection with shipments under this Agreement as the receiving carrier under 49 USC § 14706 regardless of whether it takes possession of the freight or was the actual carrier.
8. BROKER and CARRIER may agree as to required transit time for each shipment. The parties acknowledge that time is of the essence in the transportation of cargo under this Agreement and that monetary damages may accrue if the goods are not delivered within the time frame(s) specified in the rate confirmation, bill of lading or other shipping directives. Nothing in this Agreement shall be construed as requesting or requiring CARRIER to violate federal safety regulations regarding hours of service set forth at 49 CFR § 395 and/or applicable State regulations. Where CARRIER makes pick-up and delivery commitments to BROKER, BROKER reasonably relies on CARRIER's knowledge and expertise that such transit time is consistent with the safety regulations. Where necessary CARRIER shall employ team drivers and use all other reasonable means to meet its commitments without additional cost to BROKER. Except under Force Majeure circumstances, if CARRIER is unable or unwilling to deliver a shipment at the agreed delivery time, BROKER shall have the option of arranging for alternate transportation at CARRIER's expense.
9. CARRIER shall not offer rates directly to or perform service directly for any shipper, consignor, consignee, or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts, or (2) where the traffic of the shipper, consignor, consignee or customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this agreement and "back-solicits" BROKER's customers, and/or obtains traffic from such a customer, BROKER is then entitled, for a period of fifteen (15) months after the involved traffic first begins to move, to a commission from CARRIER of 15% of the transportation revenue received on such traffic,



# Star Specialized Transport

P.O. Box 607  
 Lockney, Texas 79241  
 Phone: 806.652.2386 Fax: 806.652.2632  
 E-Mail: [rhonda@thomastrucking.net](mailto:rhonda@thomastrucking.net)

as liquidated damages. Termination of this contract shall not affect the enforceability of the foregoing provisions for a period of 15 months after termination.

10. 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.
11. If a dispute arises out of or relates to this Agreement jurisdiction and venue for suit shall be in the State or Federal court for the State and County in which Broker is located. 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. This writing represents the entire agreement between the parties. All terms and conditions of this Agreement are contained within the "four corners" of this Agreement. Failure by BROKER to invoke or enforce any or all of the provisions of this Contract shall not constitute a waiver of any or all such provisions, nor shall any assertion or showing of "custom" or "usage" be deemed a waiver of the written terms and conditions contained in this Contract. If any part of the AGREEMENT is held unenforceable, the rest of the AGREEMENT will continue in effect. The persons signing below have actual authority to bind the parties upon those whose behalf they sign.

**BROKER:** *Star Specialized Transport, LLC*

**CARRIER:**

**ADDRESS:** P.O. Box 607

**ADDRESS:**

Lockney, TX 79241

**PHONE:** (806) 652-2386

**PHONE:**

**FAX:**

**EMAIL:**

**BY:**

**BY:**

**TITLE:** President

**TITLE:**

| DO YOU USE A FACTORING COMPANY? |  |
|---------------------------------|--|
| <b>REMIT TO:</b>                |  |
| <b>ADDRESS:</b>                 |  |
| <b>CITY, STATE, ZIP:</b>        |  |
| <b>PHONE:</b>                   |  |





# Star Specialized Transport

P.O. Box 607  
Lockney, Texas 79241  
Phone: 806.652.2386 Fax: 806.652.2632  
E-Mail: [rhonda@thomastrucking.net](mailto:rhonda@thomastrucking.net)

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

Circle One:                    Owner Operator        or        Fleet

Type of trailer(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Number of Truck/Trailers in your Fleet:        Truck: \_\_\_\_\_        Trailer: \_\_\_\_\_

Lanes Preferred: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Type of Freight Preferred: \_\_\_\_\_  
\_\_\_\_\_

Are you experienced in oversized loads? Yes    or    No

Would you like to receive notifications of our available loads via email?

Email: \_\_\_\_\_



## BROKERAGE CREDIT PROFILE

|  |   |
|--|---|
| <b>STAR SPECIALIZED TRANSPORT, LLC</b><br>PO BOX 607   LOCKNEY, TX   79241<br>OFFICE: 806.652.2386   FAX: 806.652.2632<br>www.starspecializedtransport.com | <b>INCORPORATED SINCE:</b> 09-15-2009<br><b>ESTABLISHED IN:</b> 10-21-2011<br><b>MC:</b> 691929   <b>TAX ID:</b> 27-0940918 |
|--|---|

## PAYMENT INFORMATION

|  |  |
|--|--|
| <b>MAIL INVOICES TO:</b><br>STAR SPECIALIZED TRANSPORT, LLC<br>PO BOX 607   LOCKNEY   TX   79241<br><b>REQUIRED: ORIGINAL SIGNED BOL</b> | <b>ACCOUNTS PAYABLE SUPERVISOR:</b><br>RHONDA THOMAS, <i>OWNER</i><br><br>OFFICE: 806.652.2386   FAX: 806.652.2632 |
|--|--|

## TRADE REFERENCES

|  |
|--|
| <b>TRANS PECOS   BUDDY/MIKE:</b> PO BOX 3588   ODESSA, TX   79760   432.332.8200         |
| <b>H. BROWN INC   JEREMY:</b> PO BOX 427   EUNICE, LA   70535   337.884.6149             |
| <b>WALT PENNE TRUCKING   KIM:</b> 12807 N. FM 2378   ANTON, TX   79313   806.873.3608    |
| <b>WEST STAR TRANSPORTATION   GARY:</b> PO BOX 3488   LUBBOCK, TX   79452   806.762.2936 |

## BANK INFORMATION

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|--|
| <b>CITY BANK:</b> PO BOX 5060   LUBBOCK, TX   79407   806.792.7101<br><b>BANKING OFFICIAL:</b> GARY MILLER   806.771.3234<br><b>TYPE OF ACCOUNT:</b> BUSINESS CHECKING |
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**STAR SPECIALIZED**  
**T R A N S P O R T**  
FREIGHT BROKERAGE SERVICES

**SMALL BUSINESS,  
BIG AMBITIONS**



**OUR VALUES**

- ★ Family-Owned Business
- ★ Personalized service for each and every load
- ★ Competitive rates
- ★ Friendly and efficient service

**CONTACT US!**

Phone: (806) 652-2386  
After Hours: (806) 292-6393  
P.O. Box 607 Lockney, TX 79241  
Visit us at:  
[www.starspecializedtransport.com](http://www.starspecializedtransport.com)

**OUR MISSION**

Star Specialized Transport will personally attend to every detail of your shipment, from quoting to delivery! From the smallest partial to the largest oversized load, our agents will ensure your shipment arrives safely and on schedule!



**OUR SERVICES**

Star Specialized Transport provides freight brokerage services for all types of freight. We can ensure a qualified carrier with any type of equipment (including flatbed, stepdeck, hotshot, oversized, LTL, van, RGN and heavy haul) to ship your commodity to all 48 states. We have agents available to meet your needs in a timely manner.

**CONTACT US FOR A FREIGHT QUOTE TODAY!!**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/10/2021

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).

|   |   |
|---|---|
| <b>PRODUCER</b><br>USI Insurance Services, LLC<br>6000 Clearwater Drive<br>Minnetonka, MN 55343 | <b>CONTACT NAME:</b> Nicole Dahle   |
|   | <b>PHONE (A/C, No, Ext):</b> 952-322-9044 <b>FAX (A/C, No):</b> 952-947-9793<br><b>E-MAIL ADDRESS:</b> Nicole.Dahle@usi.com |
| <b>INSURER(S) AFFORDING COVERAGE</b>  |   |
| INSURER A : Hanover Insurance Company   | NAIC # 22292  |
| INSURER B :   |   |
| INSURER C :   |   |
| INSURER D :   |   |
| INSURER E :   |   |
| INSURER F :   |   |

|                  |                                       |                         |
|------------------|---------------------------------------|-------------------------|
| <b>COVERAGES</b> | <b>CERTIFICATE NUMBER: 1337765579</b> | <b>REVISION NUMBER:</b> |
|------------------|---------------------------------------|-------------------------|

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.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD                            | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|-------------------------------------|---------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |                                     | OLXD172596    | 2/14/2021               | 2/14/2022               | EACH OCCURRENCE \$ 1,000,000**<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ Included**<br>GENERAL AGGREGATE \$ 2,000,000*<br>PRODUCTS - COMP/OP AGG \$ Included*<br>\$ |
| A        | <input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                           |           |                                     | OLXD172596    | 2/14/2021               | 2/14/2022               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000**<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0   |           |                                     | UHXH503382    | 2/14/2021               | 2/14/2022               | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000<br>\$<br>PER STATUTE    OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br><b>(Mandatory in NH)</b><br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | Y/N<br><input type="checkbox"/> N/A | IHX9770076    | 2/14/2021               | 2/14/2022               | Per Truck \$100,000<br>Per Loss \$200,000<br>Deductible \$1,000  |
| A        | Contingent Cargo   |           |                                     | IHX9770076    | 2/14/2021               | 2/14/2022               | Per Truck \$100,000<br>Per Loss \$200,000<br>Deductible \$1,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
\*\*EACH OCCURRENCE LIMIT SUBJECT TO GENERAL AGGREGATE. \*\*AUTO LIABILITY LIMIT INCLUDED IN GENERAL LIABILITY OCCURRENCE LIMIT. Additional Limit: \$100,000 per Railcar, subject to a \$1,000 Deductible.

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br><br>Star Specialized Transport LLC<br>P.O. Box 607<br>Lockney TX 79241 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|--|





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

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

**SERVICE DATE**  
October 21, 2011

**LICENSE**

**MC-691929-B**

STAR SPECIALIZED TRANSPORT, LLC  
LOCKNEY, TX

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, appearing to read "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief  
Information Technology Operations Division

BPO

## Request for Taxpayer Identification Number and Certification

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

|   |  |  |
|---|--|--|
| Print or type<br>See Specific Instructions on page 2. | <b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>STAR SPECIALIZED TRANSPORT LLC</b>  |  |
|   | <b>2</b> Business name/disregarded entity name, if different from above  |  |
|   | <b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes:<br><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<br><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>S</b><br><small>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.</small><br><input type="checkbox"/> Other (see instructions) ▶ |  |
|   | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><small>(Applies to accounts maintained outside the U.S.)</small>   |  |
|   | <b>5</b> Address (number, street, and apt. or suite no.)<br><b>P.O. BOX 607</b>  |  |
|   | <b>6</b> City, state, and ZIP code<br><b>LOCKNEY, TX 79241</b>   |  |
|   | <b>7</b> List account number(s) here (optional)  |  |

|  |  |                                       |   |   |   |   |   |   |  |  |   |   |  |   |   |   |   |   |   |   |   |  |   |  |  |  |  |  |
|--|--|---------------------------------------|---|---|---|---|---|---|--|--|---|---|--|---|---|---|---|---|---|---|---|--|---|--|--|--|--|--|
| <b>Part I Taxpayer Identification Number (TIN)</b>   |  |                                       |   |   |   |   |   |   |  |  |   |   |  |   |   |   |   |   |   |   |   |  |   |  |  |  |  |  |
| Enter your TIN in the appropriate box. The TIN provided must match the name given on 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 <i>How to get a TIN</i> on page 3.  |  |                                       |   |   |   |   |   |   |  |  |   |   |  |   |   |   |   |   |   |   |   |  |   |  |  |  |  |  |
| <b>Note.</b> 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.   |  |                                       |   |   |   |   |   |   |  |  |   |   |  |   |   |   |   |   |   |   |   |  |   |  |  |  |  |  |
|  | <table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;"><b>Social security number</b></td></tr> <tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr> <tr><td colspan="3" style="text-align: center;">-</td><td colspan="3" style="text-align: center;">-</td><td colspan="3"></td></tr> </table> | <b>Social security number</b>         |   |   |   |   |   |   |  |  |   |   |  |   |   |   |   |   |   | - |   |  | - |  |  |  |  |  |
| <b>Social security number</b>  |  |                                       |   |   |   |   |   |   |  |  |   |   |  |   |   |   |   |   |   |   |   |  |   |  |  |  |  |  |
|  |  |                                       |   |   |   |   |   |   |  |  |   |   |  |   |   |   |   |   |   |   |   |  |   |  |  |  |  |  |
| -  |  |                                       | - |   |   |   |   |   |  |  |   |   |  |   |   |   |   |   |   |   |   |  |   |  |  |  |  |  |
| or   |  |                                       |   |   |   |   |   |   |  |  |   |   |  |   |   |   |   |   |   |   |   |  |   |  |  |  |  |  |
| <table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;"><b>Employer identification number</b></td></tr> <tr><td style="width: 20px; height: 20px;">2</td><td style="width: 20px; height: 20px;">7</td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;">-</td><td style="width: 20px; height: 20px;">0</td><td style="width: 20px; height: 20px;">9</td><td style="width: 20px; height: 20px;">4</td><td style="width: 20px; height: 20px;">0</td><td style="width: 20px; height: 20px;">9</td></tr> <tr><td style="width: 20px; height: 20px;">1</td><td style="width: 20px; height: 20px;">8</td><td colspan="7"></td></tr> </table> |  | <b>Employer identification number</b> |   |   |   |   |   |   |  |  | 2 | 7 |  | - | 0 | 9 | 4 | 0 | 9 | 1 | 8 |  |   |  |  |  |  |  |
| <b>Employer identification number</b>  |  |                                       |   |   |   |   |   |   |  |  |   |   |  |   |   |   |   |   |   |   |   |  |   |  |  |  |  |  |
| 2  | 7  |                                       | - | 0 | 9 | 4 | 0 | 9 |  |  |   |   |  |   |   |   |   |   |   |   |   |  |   |  |  |  |  |  |
| 1  | 8  |                                       |   |   |   |   |   |   |  |  |   |   |  |   |   |   |   |   |   |   |   |  |   |  |  |  |  |  |

|  |  |
|--|--|
| <b>Part II Certification</b>   |  |
| Under penalties of perjury, I certify that:  |  |
| 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and<br>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<br>3. I am a U.S. citizen or other U.S. person (defined below); and<br>4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. |  |
| <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.  |  |

|                  |   |                      |
|------------------|---|----------------------|
| <b>Sign Here</b> | Signature of U.S. person ▶ <i>Rhonda Thomas</i> | Date ▶ <i>1/1/21</i> |
|------------------|---|----------------------|

**General Instructions**

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

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

**Purpose of Form**

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

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

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

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

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

By signing the filled-out form, you:

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



USDOT Number: 2245301 Date Received: 05/08/2020

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0017. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



Trust Fund Agreement Account Number: 24389-00

**Broker's or Freight Forwarder's Trust Fund Agreement under 49 U.S.C. 13906  
or Notice of Cancellation of the Agreement**  
**FORM BMC-85**

KNOW ALL MEN BY THESE PRESENTS, that we, STAR SPECIALIZED TRANSPORT, LLC  
*(Name of Broker or Freight Forwarder)*  
of 2000 FM 378 LOCKNEY Texas 79241  
*(Street) (City) (State) (Zip)*  
as TRUSTOR (hereinafter called Trustor), and LIBERTY NATIONAL FINANCIAL CORP  
*(Name of Trustee)*  
a financial institution created and existing under the laws of the State of Oklahoma  
*(State)* as TRUSTEE (hereinafter called Trustee)

hold and firmly bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. WHEREAS, the Trustor is or intends to become a Broker or a Freight Forwarder pursuant to the provisions of Title 49 U.S.C. 13903 & 13904 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA) relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a Trust Fund Agreement 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 therefor, and

WHEREAS, this Trust Fund Agreement is written to assure compliance by the Trustor as either a licensed Broker or a licensed Freight Forwarder of Transportation by motor vehicle with FMCSA, and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers or shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Trustor may be legally liable for any of the damages herein described.

- NOW, THEREFORE, the trustor and trustee, to accomplish the above, agree as follows:
- Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.
  - Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
  - The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, acknowledge and certify that (a) said Trustee, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor; and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.
  - Trustee acknowledges the receipt of the sum of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, to be held in trust under the terms and conditions set forth herein.
  - Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
  - Trustee shall pay, up to a limit of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trust or while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.
  - In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders, Trustor shall, within thirty (30) days, replenish the trust fund up to Seventy Five Thousand

Dollars (\$75,000) Brokers or Freight Forwarders by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders.

- 8. Trustee shall immediately give written notice to the FMCSA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.
- 9. This agreement may be canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FMCSA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FMCSA's Washington, DC office. The Trustee and/or Trustor specifically agrees to file such written notice of cancellation.
- 10. All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.
- 11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FMCSA upon request.
- 12. This agreement shall be governed by the laws in the State of Oklahoma, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 8th day of May, 2020, 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

Trustee shall not be liable for payments of any of the damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Trustor for the supplying of transportation after the cancellation of this Agreement, as herein provided, but such cancellation shall not affect the liability of the Trustee for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Trustor for the supplying of transportation prior to the date such cancellation becomes effective.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 8th day of May, 2020.

**TRUSTOR**

STAR SPECIALIZED TRANSPORT, LLC  
 COMPANY NAME  
2000 FM 378 LOCKNEY  
 STREET ADDRESS CITY  
Texas 79241 (806) 652-2386  
 STATE ZIP CODE TELEPHONE NUMBER  
RHONDA THOMAS

*Rhonda Thomas*  
(Principal officer's signature)

*Nichole Schmalzried*  
(witness's signature)

**TRUSTEE**

LIBERTY NATIONAL FINANCIAL CORP  
 COMPANY NAME  
PO BOX 6089 NORMAN  
 STREET ADDRESS CITY  
Oklahoma 73070 405-321-5310  
 STATE ZIP CODE TELEPHONE NUMBER  
CYNTHIA MARTINIAN

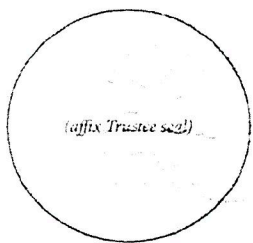
*C Martinian*  
(Principal officer's signature)

PATRICK SHEAD  
(witness's signature)

**NOTICE OF CANCELLATION**  
 This is to advise that the above Trust Fund Agreement executed on the 8th day of May, 2020 is hereby cancelled as security in compliance with the FMCSA security requirements under 49 CFR 387.607 and 49 CFR 387.607, effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 12:01 a.m., standard time at the address of the trustor, provided such date is not less than thirty (30) days after the actual receipt of this notice by the FMCSA.

Date Signed \_\_\_\_\_ Signature of Authorized Representative of Trustee or Trustor \_\_\_\_\_

Only financial institutions as defined under 19 CFR 387.307(e) may qualify to act as Trustee. Trustee, by the above signature, certifies that it is a financial institution and has legal authority to assume the obligations of Trustee and the financial ability to discharge them.



Filings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.





RHONDA THOMAS  
STAR SPECIALIZED TRANSPORT LLC  
PO BOX 607  
LOCKNEY, TX 79241

CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) RENEWAL

The Standard Carrier Alpha Code of **SRZY** has been renewed for:

STAR SPECIALIZED TRANSPORT LLC  
PO BOX 607  
LOCKNEY, TX 79241  
MC- 691929  
US DOT- 2245301

This Alpha Code will apply only to the company name shown above through June 30, 2017. **Approximately two months prior to expiration of this SCAC, NMFTA will provide an invoice for renewal which must be promptly returned together with payment to ensure its continued validity.** Should the company name or address change, please notify the National Motor Freight Association, Inc. at the address below.

Alpha Codes ending with the letter "U" have been reserved for the identification of freight containers. If your Alpha Code ends with the letter "U", it should be used only for this purpose. A non-U ending Alpha Code should be obtained to satisfy other requirements such as company identification for Customs, Electronic Data Interchange, freight payments, etc.

If you participate in the Bureau of Customs and Border Protection (BCBP) automated programs (ACE, AMS, CAFES, FAST, PAPS), your SCAC and related company information has been sent to BCBP electronically and is updated on a nightly basis. If you have encountered a problem using your SCAC with BCBP, or a copy this letter has been requested by BCBP, only then should you forward the requested information (email preferred as a PDF or TIF attachment) to the following address:

Customs and Border Protection  
Attention: SCAC Beauregard, Cube C-231-1  
1801 N. Beauregard Street  
Alexandria, VA 20598-1350  
**AMS.SCAC@DHS.GOV**

NOTICE: Renewal of the above listed SCAC is unrelated to participation in the National Motor Freight Classification (NMFC). Further, it does not confer membership in the National Motor Freight Traffic Association, Inc. nor allow use of the NMFC in connection with freight rates. For participation and membership information, please call (703) 838-1810

