



MC#:815695

DUNS: 032831742

SCAC: DBBN

US DOT#:2380125

TAX ID#: 38-4001935

Website: www.doublebarreleinc.com

Email: dispatch@doublebarreleinc.com

DFW Office- Corporate & Remit to:
2652 FM 407 STE.215-H
Bartonville, TX 76226
Phone: (940) 241-1007

Houston Office
Crosby, TX 77532
Phone: (281) 462-7061

Houston

Jennifer Carter- Sales & Operations

Office: (281) 462-7061

Cell: (832) 477-6106

Jennifer@doublebarreleinc.com

Robert Sherman- Sales

Cell: (281) 659-3168

Robert@doublebarreleinc.com

DFW

John Akos- GM-Special Projects

John@doublebarreleinc.com

Office: (940) 241-1007

Cell: (214) 497-3870

Jen DeVault- GM- OPS

Jend@doublebarreleinc.com

Office: (586) 295-0440

Double Barrel Brokerage, Inc.
Terms and Conditions of Brokerage

1. **Parties.** The term "Customer" means the person or entity desiring to have the goods transported, sending the goods, or otherwise liable as a shipper under law. This definition includes the exporter, importer, sender, receiver, owner, consignor, consignee, transferor, transferee, forwarder, broker and/or any other agents or representatives of Customer (not to include Broker). It is the responsibility of all such parties to provide notice and copies of these Terms and Conditions of Brokerage ("Terms and Conditions") to each other. The term "Broker" means **40T Double Barrel Brokerage, Inc.** operating under **MC MC-815695**, Broker is not acting, and does not act, as either a motor carrier or a common carrier within the meaning of USC Title 49. Customer and its agents expressly agree that they will not under any circumstances attempt to hold Broker liable in the capacity of a motor carrier. Customer or third party's insertion of Broker as the carrier of record in any bill of lading, delivery order, or other document will not alter or affect Broker's status as a freight Broker. The carrier(s) actually transporting the freight at issue shall be solely responsible in the capacity of a motor carrier. The term "Carrier" shall refer solely to the motor carrier providing the actual transport.

2. **General.** These Terms and Conditions are applicable to all services performed by Broker undertaken on the Customer's behalf. These Terms and Conditions supersede all previous conditions of transportation and other prior statements concerning the rates and conditions of Broker's services. These Terms and Conditions control in the event of any discrepancy or conflict between these Terms and Conditions and those of any Customer, unless changes have been made by obtaining prior written approval by an Officer of Broker. Broker reserves the right from time to time to modify, amend or supplement these Terms and Conditions without notice. Copies of Broker's most recent terms and conditions are available upon request. Broker's terms and conditions in effect on the date of shipment shall apply. In the event that Broker and the Customer have entered into a signed, written contract containing terms and conditions different than those set forth in these Terms and Conditions, the signed, written contract will control to the extent that such terms conflict with these Terms and Conditions. These Terms and Conditions apply to Broker, not the Carrier actually providing the transportation services. In the event one of the Broker's affiliates actually transports a load, such transportation shall be subject to the affiliate's terms and conditions, which are available upon request.

3. **Service.** Broker will arrange for transportation of Customer's freight pursuant to these Terms and Conditions. Broker's responsibility will be limited to arranging for, but not actually performing, transportation of Customer's freight. Broker does not exercise or retain any control or supervision over any carrier, its operations, employees, or contractors. Broker reserves the right, in its sole discretion, to refuse any shipment at any time. The relationship between Broker and Customer is that of one independent contractor with another, and nothing herein is intended to create a joint venture, partnership, agency, or any employment relationship. Broker reserves the right to refer shipments to, and Customer approves such use of, Broker's affiliates to provide transportation services for any shipment.

4. **Rates and Fees.** Quotes are based on information provided by the Customer. Unless indicated, the price excludes charges for detention time, per diem and additional stops. Customer will be liable for all additional charges incurred relating to the transportation of Customer's freight. The quoted rate depends on the weight, dimension and released value of the property described. Any changes to the actual released value, dimension, description or weight of the load may result in revisions to the quoted price. Unless otherwise indicated by Customer in writing and confirmed by an Officer of Broker, Broker's rates are based on a limited released value of 100,000 and Broker will not be responsible for loss or damage in excess of 100,000.

5. **Payments.** Broker or Broker's affiliate will invoice Customer for Broker's services in accordance with the rates, charges and provisions negotiated and agreed to between Customer and Broker. Customer agrees to pay Broker's invoice within 30 days of the invoice date without deduction or setoff. As a convenience to Customer, invoices may be processed by Broker's affiliated entity and such administrative support in issuing invoices will not alter Broker's role in connection with a particular shipment, as the act of invoicing is a purely administrative function performed independent of arranging for transportation services. In the event of a loss, Customer's claim and any remedies will be directed to, and the sole responsibility of, the actual Carrier performing transportation services for the particular shipment at issue, to the extent of any claim for loss, damage or delay. The notation on the bill of lading that a particular shipment arranged by Broker pursuant to these Terms and Conditions is shipped by the Carrier "prepaid", "collect", subject to "Section 7" of a bill of lading, or pursuant to any other payment term shall have no effect on Customer's obligation to pay for Broker's services under these Terms and Conditions. In the event a bill of lading is marked "prepaid" "collect", or subject to Section 7 of the bill of lading, or under any other payment term inconsistent with or additional to these Terms and Conditions, Customer agrees that it shall remain liable to Broker for all rates and charges as agreed to and indicated on Broker's invoice.

6. **Liability for Loss, Damage, or Delay.** Broker will assist with processing of claims on behalf of its Customers. However, **BROKER IS NOT LIABLE FOR DELAY TO CARGO OR LOSS OR DAMAGE TO CARGO, UNLESS THE LOSS OR DAMAGE IS CAUSED BY THE SOLE NEGLIGENCE OR FAULT OF BROKER. THIS RELEASE SHALL INCLUDE SITUATIONS WHERE BROKER IS CONCURRENTLY NEGLIGENT OR AT FAULT. IN NO EVENT WILL BROKER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES RELATING TO LOSS OF PROFITS, WHETHER OR NOT SUCH DAMAGES WERE REASONABLY FORESEEABLE.** The motor carrier actually performing the transportation is responsible for their own conduct. **BROKER SHALL BE ENTITLED TO ALL LIMITATIONS OF LIABILITY, RIGHTS, AND**

PROTECTIONS AVAILABLE TO THE CARRIER, INCLUDING, BUT NOT LIMITED TO THE TERMS IN THE BILL OF LADING, TERMS AND CONDITIONS, RULES TARIFF, AND OTHER DOCUMENTS. BROKER WILL NOT BE LIABLE FOR PERSONAL INJURY OR DEATH OR PROPERTY DAMAGE CAUSED BY THE MOTOR CARRIER.

7. Force Majeure. Broker will not be liable for failure to perform any of its obligations under these Terms and Conditions during any time in which such performance is prevented by fire, flood, or other natural disaster, war, embargo, riot, civil disobedience, or the intervention of any government authority, or any other cause outside of the reasonable control of Broker.

8. Disclaimer of Warranties. Except as expressly provided in these Terms and Conditions, Broker makes no warranties, express or implied, including without limitation, warranties of merchantability or fitness for a particular purpose, with regard to shipments, warehoused goods, items in transit or deliveries or with regard to the information provided on the website or services related to transactions conducted on the website. Broker cannot guarantee delivery by any specific time or date.

9. Notice of Claims.

A. Freight Claims. Customer must give Broker notice of any claims for cargo loss or damage with Broker within 180 days from the date of such loss, shortage or damage, which for purposes of these Terms and Conditions will be the delivery date or, in the event of non-delivery, the scheduled delivery date. Customer must file any civil action against Broker in a Court of Law not later than 2 years from the date of delivery or, if delivery was not completed, the expected date of delivery.

B. Payment of Claims by Broker. If payment of claim is made by Broker to Customer, Customer automatically assigns its rights and interest in the claim to Broker, and agrees to execute any documents that may be necessary in connection with such assignment. All damage claims will be handled directly with the Carrier or its insurance representatives. Notwithstanding the foregoing, this provision does not obligate Broker to pay any claim.

C. All Other Claims. Customer shall notify Broker of all known material details within 91 days of receiving notice of any facts giving rise to a claim other than cargo loss or damage claims, or else such claims are waived. Customer shall update Broker promptly thereafter as more information becomes available. Civil action, or arbitration, if any, must be commenced within 2 years from the date of the event giving rise to the claim.

10. Customer Responsibilities. Customer must properly mark, pack and label cargo so it will safely endure ordinary handling in transit. By tendering a shipment to the Carrier(s), Customer certifies that the shipment is sufficiently packaged to withstand the normal hazards of truck transportation. Customer shall be responsible to Broker for timely and accurate delivery instructions and description of the cargo, including any high value, special value, special handling or security requirements, for any shipment. Any article susceptible to damage by ordinary handling must be adequately protected and packaged and marked in such a way as to alert the Carrier(s) of the possibility of damage from ordinary handling and must bear appropriate labels. Customer shall provide the Carrier(s) with access to the facilities necessary to load or unload the tendered shipments. Customer is solely responsible for maintaining the loading and unloading facilities in a good and safe condition, and in compliance with all applicable laws, codes and regulations. CUSTOMER HEREBY WAIVES AND RELEASES BROKER FROM ANY LIABILITY FOR ANY LOSS OR DAMAGE TO CUSTOMER'S FACILITIES OR TO CUSTOMER'S PERSONAL PROPERTY LOCATED ON SUCH FACILITIES. Broker will not be responsible for stolen, lost, or damaged goods, containers, chassis, or other equipment after such items have been delivered. Customer will reimburse Broker for any costs Broker pays or incurs with regard to theft, loss, or other damage to goods, containers, chassis, or other equipment occurring after delivery of the shipment.

11. Shipments not accepted. Broker will not accept shipments for transportation of explosives, shipments requiring "protective security service or armed guard surveillance," human remains, precious metals, currency, object d'art, collection, antiques or precious stones, jewelry, manufactured tobacco products, ammunition, or any items of unusual value.

12. HAZARDOUS MATERIALS. Customer shall comply with all applicable laws and regulations relating to the transportation of hazardous materials as defined in 49 CFR §172.800, §173, and §397 et seq. to the extent that any shipments constitute hazardous materials. Customer is obligated to inform Broker immediately if any such shipments constitute hazardous materials. CUSTOMER AGREES TO INDEMNIFY AND DEFEND BROKER AND ITS OFFICERS, EMPLOYEES, AGENTS AND INSURERS, AGAINST ALL CLAIMS, LIABILITIES, LOSSES, FINES, REASONABLE ATTORNEY FEES AND OTHER EXPENSES ARISING OUT OF OR RELATED TO THE RELEASE OF ANY HAZARDOUS MATERIAL, INCLUDING WITHOUT LIMITATION, FINES OR EXPENSES RELATED TO THE REMOVAL OR TREATMENT OF HAZARDOUS MATERIAL OR OTHER REMEDIAL ACTION PERTAINING TO THE HAZARDOUS MATERIAL UNDER FEDERAL OR STATE LAW, IF CUSTOMER FAILS TO PROVIDE ADVANCED NOTICE PRIOR TO TENDERING HAZARDOUS MATERIAL TO BROKER; THE CONTACT, EXPOSURE OR RELEASE RESULTED FROM THE IMPROPER PACKAGING OR LOADING OR OTHER ACTS OR OMISSIONS OF THE CUSTOMER, ITS EMPLOYEES OR AGENTS; AND THE CONTACT, EXPOSURE OR RELEASE OCCURRED SUBSEQUENT TO THE TRANSPORT OF THE HAZARDOUS MATERIAL BY BROKER OR THE CARRIERS.

13. Surety Bond. Broker will maintain a surety bond or trust fund agreement as required by the Federal Motor Carrier Safety Administration and furnish Customer with proof upon request.

14. Default. Both Broker and Customer will discuss any perceived deficiency in performance and will promptly endeavor to resolve all disputes. However, if either Party materially fails to perform its duties under these Terms and Conditions, the party claiming default may terminate its duties upon written notice to the other Party. Customer shall be responsible to pay Broker for any services performed prior to the termination of duties and for shipments not yet completed and/or not yet invoiced to Customer.

15. Litigation and Attorney Fees. In the event any litigation arises from breach of these Terms and Conditions or to collect for the services provided under these Terms and Conditions, Broker will be entitled to recover all reasonable costs incurred including court costs, attorney fees, and all other related expenses incurred in such litigation.

16. Severability. If any provision of these Terms and Conditions is invalid for any reason whatsoever, these Terms and Conditions will be void only as to such provision, and the remaining terms and conditions will remain binding between the parties. Any provision voided will be replaced with provisions which are as close to Broker and Customer's original intent as permitted under applicable law.

17. Non-Wavier. The failure or refusal of either party to insist upon the strict performance of any provision of these Terms and Conditions or to exercise any right in any one or more instances or circumstances will not be construed as a waiver or relinquishment of such provision or right, nor will such failure or refusal be deemed a customary practice contrary to such provision or right.

18. Venue and Jurisdiction. These Terms and Conditions have been drawn in accordance with the statutes and laws of the State of Texas. In the event of any disagreement or litigation, the laws of the State of Texas shall apply and suit must be instigated in Denton County, Texas or Harris County, Texas irrespective of the fact that one or more of the parties may be or may become a resident of a different state, or that any aspect of the service may have been performed wholly or in part in another county, unless otherwise agreed to by both parties. Customer and Broker agree that any and all disputes under these Terms and Conditions shall be filed in the appropriate state and federal courts located in Denton County, Texas or Harris County, Texas.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/19/2022

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

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

| | | |
|--|---|-------------------------------------|
| PRODUCER TransInsurers 6520 Sanford Springs Cove Midlothian, VA 23112 | CONTACT NAME: Amy Spencer PHONE (A/C, No. Ext): (804)739-9121 E-MAIL ADDRESS: amyspencer.ifs@verizon.net | FAX (A/C, No): (804)739-9155 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Double Barrel Brokerage Inc 2652 Fm 407 Ste 215-H Bartonville, TX 76226 | INSURER A: Evanston Insurance Company (Markel) | |
| | INSURER B: Certain Underwriters at Lloyds | |
| | INSURER C: Hudson Excess Insurance Company | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 00000182-0

REVISION NUMBER: 1

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | TBP0012-04 | 04/15/2022 | 04/15/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Truck Broker Liab | | | TBP0012-04 | 04/15/2022 | 04/15/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000 | | | MA000009-02 | 04/15/2022 | 04/15/2023 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| C | Contingent Cargo | | | GTUL001144-00 | 04/15/2022 | 04/15/2023 | Limit \$ 250,000 Deductible \$ 2,500 |

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

CERTIFICATE HOLDER**CANCELLATION**

****FOR INFORMATION ONLY****
PLEASE SEND YOUR CERTIFICATE REQUESTS TO:
mail@transinsurers.com
OR fax to (804) 739-9155

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(ANS)

© 1988-2015 ACORD CORPORATION. All rights reserved.



June 28, 2018

CHRIS SPENCER
DOUBLE BARREL BROKERAGE INC
2652 FM 407 STE 215-H
ARGYLE, TX 76226

CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) RENEWAL

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

DOUBLE BARREL BROKERAGE INC
2652 FM 407 STE 215-H
ARGYLE, TX 76226
MC-815695
US DOT-2380125

This Alpha Code will apply only to the company name shown above through June 30, 2019. Approximately two months prior to expiration of this SCAC, NMFTA will provide a renewal notice 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 Customs & Border Protection (CBP) ACE program and you have any issue with ACE and your SCAC, please contact CBP at the following address:

AMS.SCAC@DHS.GOV
Customs and Border Protection
Attention: SCAC Beauregard, Cube: A-344
1801 N. Beauregard Street
Alexandria, VA 20598-1350

All SCACs are automatically uploaded to ACE within 24 hours.

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.

**Request for Taxpayer
Identification Number and Certification**

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

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

Print or type.
See Specific Instructions on page 3.

| | |
|---|---|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. DOUBLE BARREL BROKERAGE, INC. | |
| 2 Business name/disregarded entity name, if different from above | |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" 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: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <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) _____ <i>(Applies to accounts maintained outside the U.S.)</i> |
| 5 Address (number, street, and apt. or suite no.) See instructions. 2652 FM 407 STE. 215-H | Requester's name and address (optional) |
| 6 City, state, and ZIP code BARTONVILLE, TX 76226 | |
| 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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | |
|---------------------------------------|--|
| Social security number | |
| [][][] - [][] - [][][][][] | |
| or | |
| Employer identification number | |
| 3 8 - 4 0 0 1 9 3 5 | |

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 for Part II, later.

| | | |
|------------------|----------------------------|-----------------------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ 4/11/18 |
|------------------|----------------------------|-----------------------|

General Instructions

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

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

Purpose of Form

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

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

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.



**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

Filer FMCSA Account Number: 26050

License No. MC- 815695

KNOW ALL MEN BY THESE PRESENTS, that we, DOUBLE BARREL BROKERAGE, INC.
(Name of Broker or Freight Forwarder)

of 1701 W NW HWY STE 100 Grapevine Texas 76051
(Street) (City) (State) (Zip)

as TRUSTOR (hereinafter called Trustor), and TDF Commercial Services, Inc.
(Name of Trustee)

a financial institution created and existing under the laws of the State of California as TRUSTEE (hereinafter called Trustee)
(State)

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 either a Broker or a Freight Forwarder pursuant to the provisions of the Title 49 U.S.C. 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 49 U.S.C 13906(b), 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:

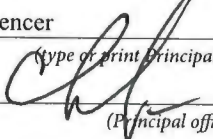
- Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.
- Trustee agrees that the 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.

- 7. 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 California, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 10th day of October, 2013, 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.

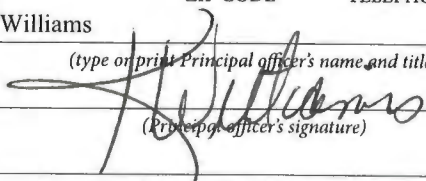
Trustee shall not be liable for payments of any of the damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Trustor for the supplying of transportation after the cancellation of this Agreement, as herein provided, but such cancellation 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 10th day of October, 2013.

TRUSTOR
DOUBLE BARREL BROKERAGE, INC.
 COMPANY NAME
1701 W NW HWY STE 100 Grapevine
 STREET ADDRESS CITY
Texas 76051 (281) 462-7061
 STATE ZIP CODE TELEPHONE NUMBER
Chris Spencer
 (type or print Principal officer's name and title)

 (Principal officer's signature)

 (type or print witness's name)

 (witness's signature)

TRUSTEE
TDF Commercial Services, Inc.
 COMPANY NAME
801 S. Harbor Blvd Suite B-340 Fullerton
 STREET ADDRESS CITY
California 92832 (714- 680-5220)
 STATE ZIP CODE TELEPHONE NUMBER
Kate Williams
 (type or print Principal officer's name and title)

 (Principal officer's signature)

 (type or print witness's name)

 (witness's signature)

NOTICE OF CANCELLATION
 This is to advise that the above Trust Fund Agreement executed on the _____ day of _____, _____ is hereby cancelled as security in compliance with the FMCSA security requirements under 49 U.S.C. 13906(b) and 49 CFR 387.307, 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 49 CFR 387.307(c) 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.





P: 817.442.1579 | www.doublebarrelinec.com

Sales Rep: _____

Please return via email to chris@doublebarrelinec.com or fax 817-796-1218.

LEGAL NAME OF FIRM:

PARENT COMPANY IF APPLICABLE:

ALSO DOING BUSINESS AS: _____, _____,

DATES OTHER COMPANY OPENED _____, _____,

ADDRESS: _____ CITY: _____ STATE:

ZIP: _____

BILLING ADDRESS: _____ CITY: _____ STATE:

ZIP: _____

YEARS AT THIS ADDRESS: _____ YEARS IN BUSINESS: _____ FEDERAL ID#

TELEPHONE: (____) _____ FAX: (____) _____

EMAIL: _____ WEBSITE

ADDRESS: _____

HEREBY applies for credit in accordance with the terms and conditions of: TERMS: NET 15 DAYS
(From date of shipment)

ESTIMATED MONTHLY VOLUME WITH DOUBLE BARREL: _____ D-U-N-S
NUMBER : _____

Estimated Annual Sales: _____ Number of employees:

Individual or department responsible for the payment of freight charges:

Phone _____ - _____ - _____ Extension _____ FAX _____

_____ Check here if COD/Prepaid sales are acceptable until credit is approved

| | | | | |
|------------------------|---------------|-------------------|-------------------|------------------|
| OWNERSHIP INFORMATION: | | _____ Corporation | _____ Partnership | _____ Individual |
| PRINCIPALS | NAME | | | |
| | ADDRESS | | | |
| | CITY, ST, ZIP | | | |
| | PHONE # | FAX # | | |
| | SOC. SEC. # | | | |

| | | | | |
|------------|---------------|-------|--|--|
| REFERENCES | COMPANY NAME | | | |
| | ADDRESS | | | |
| | CITY, ST, ZIP | | | |
| | CONTACT, PH# | FAX # | | |
| | COMPANY NAME | | | |
| | ADDRESS | | | |
| | CITY, ST, ZIP | FAX # | | |
| | CONTACT, PH# | | | |
| | COMPANY NAME | | | |
| | ADDRESS: | | | |
| | CITY, ST, ZIP | FAX # | | |
| | CONTACT, PH# | | | |

| | | | | |
|------------|--------------|--|--|--|
| BANK INFO. | BANK NAME | | | |
| | BANK ADDRESS | | | |
| | PHONE # | | | |
| | ACCOUNT# | | | |
| | CONTACT: | | | |

ADDITIONAL INFORMATION

Has your company ever filed bankruptcy? YES _____ NO _____

Has your company ever had legal collection activity taken against it? YES _____ NO _____

Please include your current financial information, P & L Report and Balance Sheet.

Is your company self-financed or factored? _____

If financed by "Factor" the Factor Info must be completed.

| | | |
|--------------|-------------|--|
| FACTOR INFO. | FACTOR NAME | |
| | ADDRESS | |
| | PHONE # | |
| | FAX # | |
| | CONTACT: | |

A/P Contact _____ Phone # _____

**Attach any additional information that you feel will assist us in our credit decision.

**If a Corporation, this application must be signed by an officer.

CREDIT AGREEMENT

CUSTOMER HEREBY AUTHORIZES THE REFERENCES LISTED ON THIS APPLICATION TO RELEASE ANY AND ALL CREDIT, FINANCIAL AND BANKING INFORMATION TO DOUBLE BARREL BROKERAGE, INC. TO THE EXTENT REQUESTED BY DOUBLE BARREL BROKERAGE, INC. CUSTOMER FURTHER AUTHORIZES DOUBLE BARREL BROKERAGE, INC. TO CONTACT CREDIT AGENCIES AND OTHER PERSONS NOT LISTED ON THIS APPLICATION TO VERIFY CUSTOMER'S CREDIT AND FINANCIAL CONDITION AND CUSTOMER EXPRESSLY WAIVES ANY RIGHT OF PRIVACY IT MAY HAVE REGARDING SUCH INFORMATION REQUESTED BY DOUBLE BARREL BROKERAGE, INC.

Agreement: Customer agrees to unconditional promise to pay the payment of each invoice upon said invoice due date.

Sign: _____

Print Name: _____

Title: _____

Date: _____ Phone/Ext# _____