



Thank you for choosing Sunset Transportation!

We have attached our brokerage authority, credit references, surety bond, carrier contract and our carrier profile.

In order to expedite your rate confirmation, all of the following information must be received. Please fax all information to **314-270-8302**.

- Executed first and signature page of the carrier contract
- Your operating authority
- Certificate of insurance
- W9 listing federal ID number
- Carrier Profile

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In an ongoing effort to demonstrate our ability as a premier transportation company, we offer the following services to you:

**Next Day Pay**

- 5% discount deducted from gross rate to truck
- Payable by ACH next day upon receipt of legible carrier invoice and proof of delivery.
- Please call Barb Dronney upon load delivery at 800-849-6540 x 143 to request next day pay.

**Quick Pay**

- 3% discount deducted from gross rate to truck
- Payable by check 48 hours from receipt of paper work

Note: Faxed paperwork is acceptable as long as legible and original follow in the mail.

**Standard Policy**

- Sunset pays all invoices within 21-28 days by check upon receipt of original paperwork.

No matter which payment method you choose, **all paperwork can be faxed or emailed to 314-756-9307 or [payables@sunsettrans.com](mailto:payables@sunsettrans.com)**. We look forward to working with you!

Sincerely,

Sunset Transportation, Inc.

*ON THE MOVE*



**Motor Carrier Profile**

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

Please indicate type of company:

Sole Proprietor \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Other \_\_\_\_\_

MC#

DOT#

Fed ID#/SS

\_\_\_\_\_

Dispatch Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Fax \_\_\_\_\_ Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_

**Agreement for Quick Pay or Next Day Pay Program**

**I would like Quick Pay \_\_\_\_\_ Yes or \_\_\_\_\_ No  
(48 hrs. for 3%)**

**I would like Next Day Pay \_\_\_\_\_ Yes or \_\_\_\_\_ No  
(Next day by ACH for 5%)**

I, as an officer or owner of \_\_\_\_\_ wish to participate in Sunset Transportation's Quick Pay or Next Day Pay program and do not work with a factoring company. I agree to a 3% discount submitted to Sunset Transportation, Inc. in return for payment mailed within two (2) business days of receipt of paperwork or a 5% discount submitted to Sunset in return for payment by ACH next day upon delivery of shipment and receipt of legible faxed paperwork.

I would like to discount \_\_\_\_\_ all or \_\_\_\_\_ some of my invoices.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Company name \_\_\_\_\_ (Please print name)



## Carrier References, 2011-2012

Phone: (800) 849-6540  
 Fax: (314) 270-8302  
 MC Number: 211084  
 DUNS: 87-437-9530  
 James Williams, CEO  
 Missouri Corporation since 1990  
 FIN: 43-1584993

### BANKING INFORMATION

Enterprise Bank, 150 North Meramec, P. O. Box 16020, Clayton, MO 63105  
 Phone: (314) 725-5500 Fax: (314) 849-9775  
 Account numbers: 451-1, 2555-8, 2176-8  
 Contact: Karen Mize

Goff Transportation, Inc. 1900 E. Roosevelt Rd. Little Rock, AR 72206 501-376-6616 Fax 501-376-0851	Landstar Ranger PO Box 19060 Jacksonville, FL 32224 904-398-9400 Fax 904-390-1018
Schneider National PO Box 2545 Green Bay, WI 54306 920-592-3441 Fax 920-403-9555	Addison Transportation 16415 Addison Road Suite 135 Addison, TX 75001-5331 972-381-1209 Fax 972-818-3605
Milky-Way Transport Co. PO Box 9266 Springfield, MO 65801 417-869-3397 Fax 417-869-4154	DTS Transportation, Inc. 10310 West Markham, Suite 300 A Little Rock, AR 72205 501-221-0802 Fax 501-221-6002

*ON THE MOVE*

**SUNSET TRANSPORTATION, INC.**  
**11325 Concord Village Avenue**  
**St. Louis, MO 63123**

**THIS AGREEMENT** (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Sunset Transportation, Inc.** ("Broker"), 11325 Concord Village Ave., St. Louis, Missouri 63123, and \_\_\_\_\_

\_\_\_\_\_ ("Carrier") of \_\_\_\_\_

**WITNESSETH:**

**WHEREAS**, Broker represents that it is actively engaged in the business of selling and offering for sale, and or negotiating transportation of freight, goods and merchandise on behalf of Carrier and other providers of motor vehicle transportation.

**WHEREAS**, Carrier represents that it is a \_\_\_\_\_ carrier, having appropriate required authority from any and all governmental agencies, is engaged in the business of hauling and transporting merchandise by motor vehicle and is desirous of retaining the services of Broker to obtain such goods and merchandise for transporting as are offered by Broker.

**IT IS HEREBY AGREED**, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration including these premises and mutual covenants between the parties hereto as follows:

**DUTIES AND OBLIGATIONS:**

- A. Carrier hereby appoints and retains Broker as its agent for the soliciting and arranging the transportation of freight, goods and merchandise from various shippers, and Broker retains Carrier to provide equipment and drivers for the transportation of same according to the terms of this Agreement and the Schedule of Rates agreed to between the parties hereto.
- B. Broker agrees to use its best efforts to arrange freight transportation or traffic to be tendered to Carrier within the scope of Carrier's authority and applicable tariffs. However, it is expressly understood by Broker and Carrier that no warranty, representation or guarantee is made by Broker as to the number of shippers, if any, to be solicited by Broker, or as to the amount of traffic, if any, to be tendered to or arranged for Carrier.
- C. Carrier agrees to deliver on Broker's receipts only. Receipt will contain the name and address of shipper, destination and name and address of consignee. Carrier is responsible for the count and visible condition of goods accepted by Carrier's driver. Any claim of shortage and/or damage are the Carrier's account.
- D. Carrier acknowledges that it remains liable for all damages, shortages and losses of any kinds that may befall the cargo being transported and agrees to hold Broker harmless from any and all expense or loss that it may sustain, including reasonable attorney's fees in defending any claims of such damage or loss or in any reasonable settlement of such claim entered into by Carrier or Broker by way of mitigation.

- E. Carrier further covenants and agrees to indemnify and save harmless Broker from and against any loss, damage, injury and/or claim for same asserted by any and all persons, including the employees of Carrier, which arise from the negligence, actions or omissions of Carrier in connection with the carriage of any and all goods and merchandise under this Agreement. Carrier further agrees to procure and maintain cargo insurance on all merchandise carried hereunder and property damage and public liability on all motor vehicles Carrier uses in transporting goods and merchandise.
- F. Carrier shall furnish written proof of sufficient bodily injury and property damage, public liability, cargo and workers' compensation insurance in the amounts stated by Broker. Carrier shall provide Broker, so that Broker has in its possession at all times, a copy of Carrier's authority and Carrier's current Certificate of Insurance, and further, said Certificate of Insurance shall provide that it is subject to thirty (30) days notice of cancellation.
- G. This Agreement supersedes all other documents between the parties, and further, Carrier specifically acknowledges that nothing contained herein shall constitute a waiver of brokers subrogation rights.

**BILLING AND PAYMENTS:**

- A. Carrier will bill Broker after delivery for the freight carried which was arranged by Broker pursuant to this Agreement and Broker's Rate Confirmation Sheet confirming the compensation arrangement agreed to by Broker and Carrier. Verification of actual Carrier will be made before payment is tendered. Any company other than Carrier who carried freight will not be paid.
- B. If, during the term of this Agreement, freight is tendered directly to Carrier by a shipper that was originally introduced to Carrier by Broker, pursuant to this Agreement, then for all such freight shipped, Carrier will pay to Broker a commission of ten percent (10%) on gross revenue generated by Carrier for shipper for a three (3) year period from the date of the last bill from Carrier to Broker for said shipper.
- C. All billings to shippers shall be made by Broker.

**RELATIONSHIP OF PARTIES:**

- A. Broker and Carrier acknowledge that the relationship between them created by this Agreement is that each of them are to be considered as independent contractors only and not that of employer and employee, agents, partners or joint ventures. No agent, employee or servant of either Broker or Carrier shall be or shall be deemed to be the employee, agent of the other. None of the benefits provided by either Broker or Carrier to its respective employees, including by not limited to retirement benefits, vacation and sick leave benefits, medical insurance, compensation insurance and unemployment insurance are available from one party to the employees, agents or servants of the other. Broker and Carrier will be solely and entirely responsible for their own acts and the acts of their respective agents, employees, and servants during the performance of this Agreement.
- B. Each party shall retain sole financial responsibility for all withholding and employment taxes due to the federal, state or local governments on account of services performed by either party or its respective employees under this Agreement.

- C. Carrier agrees that it is not authorized to act for or in any manner represent itself as an agent of Broker. Further, Carrier is not authorized to enter into any agreement, contract or obligation of any nature whatsoever for or on behalf of the Broker, to use the name of Broker, companies with which Broker is affiliated, or any business name, trademark or service mark used by Broker or companies with which Broker is affiliated.
- D. Unless otherwise agreed in writing, Carrier shall not knowingly solicit freight shipments for a period of 6 months following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of Broker, when such shipment of shipper customers were first tendered to Carrier by Broker.

**TERM OF AGREEMENT:**

The term of this Agreement shall be subject to termination by either party by the giving to the other of a thirty (30) day written notice of intention to terminate. Notice shall be by certified or registered mail, return receipt requested at notice address stated hereon, or as subsequently advised. Notice and actual termination can be accomplished without cause established.

**ASSIGNABILITY:**

- A. This Agreement shall not be assigned, transferred or shared by Carrier with any other person, firm or corporation unless authorized by Broker in writing.
- B. In the event that Carrier assigns any or all of its accounts receivables to any third party assignee, including but not limited to factors, banks or finance companies, the Carrier is to provide written notice to Broker which is to include a detailed description of the specific rights which have been assigned. After proper notice of assignment has been received by Broker, payments will be made to assignee until written notice of termination of assignment of provided by both carrier and third party assignee to Broker.

**EXCLUSIVITY:**

Broker and Carrier acknowledge that this Agreement confers no exclusive right upon any party to the services of the other party, and there may be same or similar agreements both parties have or may enter into with others.

**NOTICE ADDRESS:**

All notice requirements to be given to the respective parties at the following addresses or at such addresses as the parties shall subsequently advise in writing:

To Carrier At: \_\_\_\_\_  
 \_\_\_\_\_

To Broker At: 11325 Concord Village Ave.  
 St. Louis, MO 63123

**INTERPRETATION:**

This Agreement shall be exclusively interpreted pursuant to the laws of the State of Missouri with regard to the validity, performance and enforcement of this Agreement, Further, both Carrier and Broker agree that the exclusive forums for any litigation arising out of this Agreement shall be either the Circuit Court for the County of St. Louis, Missouri, or the Federal District Court for the Eastern District of Missouri, located in St. Louis City, Missouri.

**CAPTIONS:**

The captions or section numbers appearing in this Agreement in no way define, limit, construe or described the scope of interest of such section. The language in all parts of this Agreement shall in all cases be construed as a whole and in accord with its fair meaning.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and have had the proper corporate officers execute this Agreement, and the parties agree that this Agreement shall be binding upon their successors, heirs and assigns.

**BROKER:**

**CARRIER:**

SUNSET TRANSPORTATION, INC.

\_\_\_\_\_

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

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

By: Corporate Copy

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

(Print Name)

(Print Name)

KNOW ALL MEN BY THESE PRESENTS, That we SUNSET TRANSPORTATION, INC., of ST. LOUIS, MISSOURI AS TRUSTOR (hereinafter called Trustor), and ENTERPRISE BANK a financial institution created and existing under the laws of MISSOURI 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 pursuant to the provisions of the Interstate Commerce Act, and the rules and regulations of the Interstate Commerce Commission relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Interstate Commerce Commission such a Trust Fund Agreement as will ensure financial responsibility and the supplying of transportation subject to said Act in accordance with contracts, agreements or arrangements therefore, and

WHEREAS, this Trust Fund Agreement is written to assure compliance by the Trustor as a licensed Property Broker of Transportation by motor vehicle with 49 U.S.C. 10927(b), and the rules and regulations of the Interstate Commerce Commission, relating to insurance or other security for the protection of motor carriers and shippers, and shall inure to the benefit of any 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:

1. 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.
2. 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.
3. 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.
4. Trustee acknowledges the receipt of the sum of Ten Thousand Dollars (\$10,000.00), to be held in trust under the terms and conditions set forth herein.
5. Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
6. Trustee shall pay, up to a limit of Ten Thousand Dollars (\$10,000.00), 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 legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trustor, while this agreement is in effect, regardless of the financial responsibilities or lack thereof, of 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 Ten Thousand Dollars (\$10,000.00), Trustor shall, within thirty (30) days, replenish the trust fund up to Ten Thousand Dollars (\$10,000.00) by paying to the Trustee a sum equal to

the difference between the existing corpus of the trust fund and Ten Thousand Dollars (\$10,000.00).

8. Trustee shall immediately give written notice to the ICC 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 cancelled at any time upon thirty (30) days written notice by the Trustee or Trustor to the ICC 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 ICC's Washington, D.C. 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 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 Commission upon request.
12. This agreement shall be governed by the laws in the State of Missouri, to the extent not inconsistent with the rules and regulations of the I.C.C.

This trust fund agreement is effective the 11<sup>th</sup> day of June 1991, 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 the 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 Trustor and Trustee have executed this instrument on the 11<sup>th</sup> day of June, 1991.

TRUSTOR

Name: SUNSET TRANSPORTATION, INC.

Address: 11325 Concord Village Ave.  
St. Louis, MO 63123

Telephone: (314) 849-0685



Form BMC-85

Approved by OMB

2126-0017

Expires: 05/31/2012

FMCSA FILER

License No.

ACCOUNT NO. 25535

MC- 211084

PROPERTY BROKER'S TRUST FUND AGREEMENT UNDER 49 U.S.C. 13906

KNOW ALL MEN BY THESE PRESENTS, That we SUNSET TRANSPORTATION, INC  
(Broker)

of Physical: 11325 Concord Village Avenue, St. Louis Missouri 63123  
(Street) (City) (State) (Zip code)

as TRUSTOR (hereinafter called Trustor), and U.S. BANK, N.A.  
(Name of Trustee)

a financial institution created and existing under the laws of the United State of America  
(State or District of Columbia)

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 pursuant to the provisions of the Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration 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 a licensed Property Broker 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:

1. 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.
2. 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.
3. 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.
4. Trustee acknowledges the receipt of the sum of Ten Thousand Dollars (\$10,000.00), to be held in trust under the terms and conditions set forth herein.
5. Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
6. Trustee shall pay, up to a limit of Ten Thousand Dollars (\$10,000.00), 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 Trustor 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 Ten Thousand Dollars (\$10,000.00), Trustor shall, within thirty (30) days, replenish the trust fund up to Ten Thousand Dollars (\$10,000.00) by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Ten Thousand Dollars (\$10,000.00).

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 Pennsylvania, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 20th day of October, 2011, 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 Trustor and Trustee have executed this instrument on the 20th day of October, 2011.

TRUSTOR

TRUSTEE

Company Name SUNSET TRANSPORTATION, INC.  
Address Physical: 11325 Concord Village Avenue  
St. Louis, MO 63123  
(314) 849-0685  
Telephone No. Fax (314) 849-8242

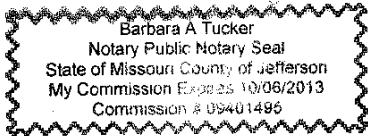
Lending Institution U.S. BANK, N.A.  
Mail: P.O. Box 81860, Las Vegas, NV 89180  
Physical: 2650 Lake Sahara Dr. #200  
Las Vegas, NV 89117  
Telephone No. \*888) 231-4453

JAMES WILLIAMS  
(Print Name)  
[Signature]  
(Signature and Title) President

Lisa Nadel  
(Print Name)  
[Signature]  
(Signature and Title)

Witness [Signature]

Witness [Signature]



David P. Carney, Trust Administrator  
Only financial institutions 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.

INTERSTATE COMMERCE COMMISSION

LICENSE

SERVICE DATE

No. MC 211084

JUN 24 1991

SUNSET TRANSPORTATION, INC.  
ST. LOUIS, MO

This License is evidence of the applicant's authority to engage in operations as a broker.

This authority will be effective as long as the broker maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043) and the designation of agents upon whom process may be served (49 CFR 1044). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or will be, attached to this privilege.

The service to be performed is described on the reverse side of this document.

By the Commission.

(SEAL)

SIDNEY L. STRICKLAND, JR.  
Secretary

NOTE: If there are any discrepancies regarding this document, please notify the Commission within 30 days.

No. MC 211084  
Page 2

To engage in operations, in interstate or foreign commerce, as a broker of general commodities (except household goods), between points in the U.S.

## Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: : : : : : : : :
or
Employer identification number
: : : : : : : : : : : : : : :

### 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).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,