



CREDIT APPLICATION

COMPANY INFORMATION

COMPANY NAME: _____ EIN#: _____ DNB#: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NO.: _____ FAX NO.: _____ E-MAIL: _____

ESTIMATED ANNUAL SALES: _____ YEAR ESTABLISHED: _____

BUSINESS IS: SOLE PROPRIETORSHIP PARTNERSHIP CORPORATION

Is your company related to any other company through common ownership, parent subsidy, branch division, etc.? _____ If yes, please explain:

Have you ever filed for bankruptcy? _____ Year: _____ Credit Amount Requested: \$ _____

BANK REFERENCE

BANK NAME: _____

Checking Savings

Address _____

City: _____ State: _____

Zip Code: _____

Ph.# _____

Fax# _____

NAME: _____

DBA: _____

Account# _____

Address: _____

City: _____ State: _____

Zip Code: _____

Ph.# _____

Fax# _____

TRADE REFERENCES

1) NAME: _____

DBA: _____

Account# _____

Contact: _____

Address: _____

City: _____ State: _____

Zip Code: _____

Ph.# _____

Fax# _____

2) NAME: _____

DBA: _____

Account# _____

Contact: _____

Address: _____

City: _____ State: _____

Zip Code: _____

Ph.# _____

Fax# _____

TERMS and CONDITIONS

I understand and agree that should credit be extended all payments are payable and due **Net 30 days**. Accounts that are in arrears will not be extended additional credit. A finance charge will be applied to all unpaid balance on bills that are 45 days from date of service. That rate will be applied at 1.50 per month. Any disputed charges must be brought to our attention within 10 business days upon receipt of freight bills for immediate resolution. I further agree to pay all cost including collection fees and / or reasonable attorney fees should this become a credit default. I hereby certify that all my statements made herein are correct and authorized you to obtain any information you require concerned statements herein.

Signature: _____ Title: _____ Date: _____

Printed Name: _____



BROKER/SHIPPER TRANSPORTATION AGREEMENT

This agreement is made and intended to be effective this (the) _____ day of _____, 20____ by and between KMS Capital Inc, a California Limited Liability d.b.a. KMS Capital Inc, hereafter referred to as KMS CAPITAL INC, having offices at 15255 Riverview Lane Victorville, CA 92394 and _____, (SHIPPER) having offices at _____; collectively, the "Parties".

RECITALS

- (A) KMS Capital Inc is licensed as a Property Broker by the Federal Motor Carrier Safety Administration (FMCSA) in Docket Number MC 105675, or by appropriate State agencies, and as a licensed broker, arranges for freight transportation. A copy of KMS CAPITAL INC FMCSA license is attached as Appendix A, and a copy of BROKER's Surety Bond or trust fund agreement is attached as Appendix B; and
- (B) SHIPPER, to satisfy some of its transportation needs, desires to utilize the services of KMS CAPITAL INC to arrange for transportation of SHIPPER's freight. NOW THEREFORE, intending to be legally bound, KMS CAPITAL INC and SHIPPER agree as follows:

AGREEMENT

- 1. **Term.** The term of this Agreement shall be one (1) year, commencing on the date shown above, and shall automatically renew for successive one-year periods; provided that either Party may terminate this Agreement on 30 days written notice to the other Party, with or without cause, or as otherwise provided in this Agreement.
- 2. **Acceptance of Goods for Transit.** KMS CAPITAL INC undertakes to arrange for any or all of the following services (The Services): packing, crating, handling, loading, unloading, storage or transport of goods for the SHIPPER. The Services shall be performed under the following terms and conditions which KMS CAPITAL INC has made available to the SHIPPER on the KMS CAPITAL INC website, www.kmscap.net, under the link "Forms & Documents" / "Shipping Terms and Conditions."
- 3. **Duties of KMS CAPITAL INC when acting as a Broker:** (A) KMS CAPITAL INC shall procure the Services from third parties in the name, and on behalf of, the SHIPPER. (B) There shall be a direct relationship between the SHIPPER and those third parties. KMS CAPITAL INC shall be permitted to act in any reasonably necessary manner and shall perform its duties using a reasonable degree of care and diligence. (C) KMS CAPITAL INC shall perform its services within a reasonable time, taking all reasonable steps to perform the transaction in accordance with the SHIPPER's instructions. (D) KMS CAPITAL INC shall be permitted to depart from any instruction from the SHIPPER if KMS CAPITAL INC deems it necessary to do so in order to protect the SHIPPER's interests. (E) KMS CAPITAL INC shall seek further instructions from the SHIPPER if it becomes impossible at any time for the KMS CAPITAL INC to fulfill its duties. (F) KMS CAPITAL INC shall not be liable for loss of or damage to the goods while the goods are in the custody, possession or control of third parties.

Initials _____

4. Duties of the SHIPPER: (A) The SHIPPER warrants that it is either the owner or the authorized agent of the owner of the goods. (B) The SHIPPER authorizes KMS CAPITAL INC to contract in the name of the SHIPPER with third parties to perform any or all of the Services on behalf of the SHIPPER. (C) The SHIPPER shall provide a full and accurate description of the goods to be transported. (D) Except where KMS CAPITAL INC is instructed to do so, the SHIPPER shall properly pack, stow and prepare the goods in a manner suitable and appropriate for shipment by any mode of transport. (E) The SHIPPER shall mark the goods and the outside packaging as required by any laws or regulations which may be applicable while the Services are being provided. (F) The SHIPPER shall pay all freight charges, duties, or other sums connected with the handling and transportation of the goods. (G) The SHIPPER shall pay to KMS CAPITAL INC all sums immediately when due, without reduction or deferment on account of any claim. (H) The SHIPPER shall remain responsible for the payment of all charges when the Services are to be provided upon instructions to collect freight, duties, charges or any other expenses from another. (I) The confiscation or detention of the goods by any governmental authority shall not affect or diminish the liability of the SHIPPER to pay all charges or other sums due promptly on demand. (J) SHIPPER 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. SHIPPER is obligated to inform KMS CAPITAL INC immediately if any such shipments constitute hazardous materials. SHIPPER shall defend, indemnify and hold KMS CAPITAL INC harmless from any penalties or liability of any kind, including reasonable attorney fees, arising out of SHIPPER's failure to comply with applicable hazardous materials laws and regulations. (K) The SHIPPER shall not deliver any bullion, precious metals, precious metal objects, gold, silver, platinum, precious or semi-precious stones, jewelry, money, securities, accounts, bills, currency, food stamps, lottery tickets, notes, bank notes, coins, bonds, negotiable instruments, evidences of debt, passports, tickets, documents, manuscripts, records, valuable papers, cigarettes, cellular telephones, PDA's, valuable works of art, bloodstock, live animals, plants or cuttings, contraband, or vehicles except under special arrangements in which notice is given to KMS CAPITAL INC (L) The SHIPPER shall advise KMS CAPITAL INC if any goods are liable to taint or affect other goods or are likely to harbor or encourage vermin or other pests.

5. Indemnification by the SHIPPER. The SHIPPER shall indemnify and hold KMS CAPITAL INC harmless for: (A) All duties, taxes, fines, or other expenses incurred by KMS CAPITAL INC caused by the SHIPPER or any party acting on his behalf. (B) Any claim for general average and/or salvage, and the SHIPPER shall provide such security as may be required. (C) Where the SHIPPER himself has prepared the goods for transport, for any claim by a third party for bodily injury or property damage arising out of the SHIPPER's failure to pack, load, stow or otherwise adequately prepare the goods for shipment.

6. Payments. KMS CAPITAL INC shall invoice SHIPPER for its services in accordance with the rates, charges and provisions set forth, and any written supplements or revisions that are mutually agreed to between the Parties in writing. If rates are negotiated between the Parties and not otherwise confirmed in writing, such rates shall be considered "written," and shall be binding, upon in KMS CAPITAL INC voice to SHIPPER and SHIPPER's payment to KMS CAPITAL INC. SHIPPER agrees to pay invoice within 15 days of invoice date without deduction or setoff.

7. Lien on Cargoes. (A) KMS CAPITAL INC shall have a general lien on any and all property of the SHIPPER in its possession or control, for any claim for charges, expenses or advances incurred by KMS CAPITAL INC in connection with any of the Services rendered to the SHIPPER. (B) KMS CAPITAL INC may, at its option, suspend property delivery until all Shippers' obligations due to KMS CAPITAL INC are paid. (C) If such claim remains unsatisfied for thirty (30) days after demand is made, KMS CAPITAL INC may sell the goods at public auction or private sale on ten (10) days' written notice to the SHIPPER in satisfaction of the sum due to KMS CAPITAL INC (D) Any surplus from such sale, after the payment of any applicable expenses, shall be transmitted to the SHIPPER. (E) The SHIPPER shall remain liable for any deficiency in the sale.

Initials _____



8. Presentation of Claims and Liabilities. (A) In the event that the goods are lost, damaged, delayed or otherwise received in a manner inconsistent with its intended delivery, the SHIPPER shall give notice to KMS CAPITAL INC immediately after it learns of the condition, but not later than seven (7) days thereafter. On receipt of such notice, KMS CAPITAL INC shall arrange on SHIPPER’s request an investigation of the circumstances surrounding the matter. **(B)** SHIPPER shall be responsible for the timely filing of a claim with Carrier, if the Carrier does not pay a claim and KMS CAPITAL INC are notified of this act, it is KMS CAPITAL INC sole duty to notify SHIPPER in writing, and it is the SHIPPER's duty to timely file a lawsuit or other dispute (e.g. arbitration) resolution format required for the shipment. **(C)** KMS CAPITAL INC, shall not be liable for the loss, delay or damage to the goods. Carriers used for the Shipment will assume liability as provided under CFR 370 for all shipment loss and damage claims, including delay, will not exceed the least of (1) The invoice value (2) The declared value or (3) \$100,000 per shipment not to exceed the maximum amount of Carrier’s cargo insurance, unless at time of booking the Shipment, SHIPPER requested a higher amount as declared value and paid the appropriate excess valuation charge. Any Shipment of used materials may be subject to lower limitations of liability than the limits set forth in the preceding sentence, as published by Carrier. SHIPPER shall seek restitution from the Carrier by filing a proper claim for loss and damage against the Carrier, and not against KMS CAPITAL INC. **Note:** SHIPPER should procure cargo insurance to protect for loss, damage or delay that occurs in Mexico.

9. Insurance. KMS CAPITAL INC agrees to procure and maintain at its own expense, at all times during the term of this Agreement, the following insurance coverage amounts:

| | |
|---|-------------|
| (A) Comprehensive general liability insurance covering bodily injury and property damage | \$2,000,000 |
| (B) Contingent Cargo Insurance | \$250,000 |
| (C) Errors and Omissions Insurance | \$100,000 |
| (D) Contingent Auto Liability or Hired and Non-Owned Auto Liability Insurance | \$2,000,000 |

KMS CAPITAL INC shall submit to SHIPPER a certificate of insurance as evidence of such coverage and which names SHIPPER as “Certificate Holder”.

10. Surety Bond. KMS CAPITAL INC shall maintain a surety bond or trust fund agreement as required by the Federal Motor Carrier Safety Administration in the amount of \$75,000 or as otherwise required by the FMCSA and furnish SHIPPER with proof upon request.

11. Homeland Security. As applicable to each, respectively, KMS CAPITAL INC and SHIPPER shall comply with state and federal Homeland Security related laws and regulations.

12. Assignment/Modification of Agreement. Neither party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other party. No amendment or modification of the terms of this Agreement shall be binding unless in writing and signed by the Parties.

13. Severability/Survivability. In the event that the operation of any portion of this Agreement results in a violation of any law, or any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the Parties agree that such portion or provision shall be severable and that the remaining provisions of the Agreement shall continue in full force and effect. The representations and obligations of the Parties shall survive the termination of this Agreement for any reason.

Initials _____



14. **Independent Contractor.** It is understood between KMS CAPITAL INC is not an agent for the carrier or SHIPPER and shall remain at all times an independent contractor. SHIPPER does not exercise or retain any control or supervision over KMS CAPITAL INC, its operations, employees, or carriers.

15. **Non-waiver.** Failure of either party to insist upon performance of any of the terms, conditions or provisions of this Agreement, or to exercise any right or privilege herein, or the waiver of any breach of any of the terms, conditions or provisions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, provisions, rights or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

16. **Notices.** Unless the Parties notify each other in writing of a change of address, any and all notices required or permitted to be given under this Agreement shall be in writing (or fax with machine imprint on paper acknowledging successful transmission or email with confirmed receipt) and shall be addressed as follows:

KMS CAPITAL INC
Attn: Shakeia Smith _____
Address: 15255 Riverview Lane _____
Victorville CA 92394 _____
Phone: (562) 507-0112 _____
Email: info@kmscap.net _____

SHIPPER: _____
ATTN: _____
Address: _____

Phone: _____
Email: _____

17. **Indemnity.** KMS CAPITAL INC and SHIPPER shall each defend, indemnify and hold harmless the other party from and against all loss, damage, expense, including injury resulting in death, and damage to property arising out of or in connection with the indemnifying party's or its agents' and employees' failure to observe and/or enforce the duties and responsibilities set forth herein, including loading, handling, transportation, unloading or delivery of any Shipment hereunder or in any other way related to the indemnified party's or its agents' and employees' negligent acts, omissions or performance of their obligations hereunder, unless such injury is caused by the sole negligence of the indemnifying party.

18. **Force Majeure.** Neither KMS CAPITAL INC nor Carrier shall be liable for any delay in the performance of the Transportation Services resulting directly or indirectly from or contributed to by any force majeure, including, but not limited to, act of God, acts of government or other civil or military authorities, fires, accidents, floods, strikes, lockouts, war, riot or other circumstances beyond their reasonable control.

19. **Waiver of Certain Damages.** In no event shall KMS CAPITAL INC or Carrier be liable for any consequential, incidental, or special damages which may arise from loss, damage, non-delivery, or delay of any shipment. This limitation shall apply to and include, but not limited to damages for loss of profit, loss of income, or loss of business opportunity.

20. **Law and Jurisdiction.** The terms and conditions of the Services to be provided shall be construed in accordance with the laws of the State of California. Jurisdiction and venue, if any dispute, shall be with a court residing in San Bernardino County of California.

21. **Entire Agreement:** This Agreement, including all Appendices and Addenda, constitutes the entire agreement intended by and between the Parties and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

Initials _____



In Witness Whereof, the parties hereto have caused this Agreement to be executed in their respective names by their fully-authorized representatives as of the dates first above.

KMS CAPITAL INC

Shipper

Signature
Shakeia Smith

Signature

Print Name
Shakeia Smith

Print Name

Title
President/CEO

Title



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

LICENSE

MC-105675-B

U.S. DOT No. 3152387
KMS CAPITAL INC
VICTORVILLE, CA

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



SHAKEIA SMITH
KMS CAPITAL INC
15255 RIVERVIEW LANE
VICTORVILLE, CA 92394

CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) ASSIGNMENT

The Standard Carrier Alpha Code of **KMSG** has been assigned to:

KMS CAPITAL INC
15255 RIVERVIEW LANE
VICTORVILLE, CA 92394
MC-105675
US DOT- 3152387

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 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. 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.

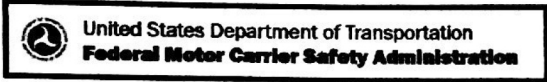
Alpha Codes ending with the letter "U" have been reserved for the identification of freight containers. If your Alpha Code ends with the letter "U", it should be used only for this purpose. A non-U ending Alpha Code should be obtained to satisfy other requirements such as company identification for Customs,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

NOTICE: Assignment 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.

Docket Number: MC-105675 FF- Date: 06/22/2018

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 2126-0015. 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, 1200 New Jersey Avenue, SE, Washington, D.C. 20590.

Una agencia federal no puede conducir o auspiciar, y una persona no está sujeta a responder ni será sujeta a penalidades por fallar en cumplir con una recolección de información sujeta a los requerimientos del Acto de Reducción de Papeles, a menos que la recolección de información muestre un Número de Control OMB válido. El Número de Control OMB para esta recolección de información es 2126-0015. El reporte público para esta recolección de información es estimado en aproximadamente 10 minutos por respuesta, incluyendo el tiempo para revisar las instrucciones, obtener los datos necesarios y completar y revisar la recolección de información. Todas las respuestas a esta recolección de información son mandatorias. Enviar los comentarios respecto a esta carga estimada o cualquier otro aspecto de esta recolección de información, incluyendo sugerencias para reducir esta carga a: Oficial de Clarificación de Recolección de Información, Administración Federal de Seguridad del Autotransporte, MR-RRA, 1200 New Jersey Avenue, SE, Washington, D.C. 20590.



Designation of Agents for Service of Process / Designación de Agentes del Servicio de Proceso

FORM BOC-3

FULL AND CORRECT NAME OF CARRIER, BROKER, OR FREIGHT FORWARDER:
Nombre Completo y Correcto del Transportista, Agente, o el Destinatario del Flete:
 KMS CAPITAL INC

ADDRESS OF CARRIER, BROKER, OR FREIGHT FORWARDER:
Dirección del Transportista, Agente, o el Destinatario del Flete:

| | | | | | |
|---|------------------------------|--|---|--|--|
| 15255 RIVERVIEW LN | VICTORVILLE | CA | 92394 | | |
| STREET ADDRESS <i>Dirección</i> | CITY <i>Ciudad</i> | STATE/PROVINCE <i>Estado/Provincia</i> | ZIP CODE + 4 <i>Código Postal + 4</i> | COLONIA (Mexico only) <i>Colonia (sólo México)</i> | FOREIGN COUNTRY <i>País Extranjero</i> |

PERSON AUTHORIZED TO SIGN FORM:
Persona Autorizada Para Firmar el Formulario:

| | |
|--|---|
| TITLE OF AUTHORIZED PERSON <i>Título de la Persona Autorizada</i> | NAME OF AUTHORIZED PERSON (please print) <i>Nombre de la Persona Autorizada (por favor imprima)</i> |
| SIGNATURE OF AUTHORIZED PERSON <i>Firma de la Persona Autorizada</i> | TELEPHONE NUMBER <i>Número Telefónico</i> |

INSTRUCTIONS: Regulations governing the designation of persons upon whom process may be served are prescribed at 49 CFR 366, as amended. An agent must be designated for each state in or through which the carrier, broker, or freight forwarder operates; each person, association or corporation designated must reside in the state for which designated; a carrier, broker or freight forwarder may designate himself/herself for the state in which he/she resides; and state officials may be designated only if such official's agreement to so act is furnished with this designation. Note: a post office box is NOT ACCEPTABLE as an agent's address. FILE THE ORIGINAL signed copy with the FMCSA, 1200 New Jersey Ave., S.E. (W63-105) Washington, DC 20590. One signed copy should be filed with each state in or through which the operation is conducted; and one copy should be retained by the carrier, broker, or freight forwarder. CHANGES in designation may be made only by filing with the FMCSA, a new form BOC-3. Copies of new designations need to be sent only to those states affected by the change or new filing. Either INDIVIDUAL or BLANKET designations may be made.

INSTRUCCIONES: Las regulaciones gobernantes para la designación de personas a quienes el proceso puede ser servido son prescritas en el 49 CFR 366, como se a enmendado. Un agente tiene que ser designado a través de cada estado que el autotransportista, agente o el destinatario del flete que opera; cada persona, asociación o corporación designada debe vivir en el estado que se le a designado. Un autotransportista, agente o el destinatario del flete, puede designarse así mismo por el estado en cual vive; y los oficiales del estado pueden ser designados solamente de acuerdo oficial en el que se facilita de acuerdo al acto de esta designación. Nota: un apartado postal NO ES ACEPTABLE como la dirección de un agente. ARCHIVE LA COPIA ORIGINAL firmada con el FMCSA, 1200 New Jersey Ave. (W63-105) Washington, D.C. 20590. Una copia firmada tiene que ser archivada por cada estado a través de cada operación conducida; y una copia tiene que guardarla el auto transportista, agente o el destinatario del flete. LOS CAMBIOS de cada designación pueden hacerse solamente reportándose con el FMCSA, y una nueva forma BOC-3. Las copias de las nuevas designaciones necesitan ser mandadas solamente a los estados afectados o el nuevo reporte que se ha hecho. Cualquiera de las dos designaciones pueden hacerse ya sea INDIVIDUAL O AMPLIADA.

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 2128-0017. 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 Surety Bond under 49 U.S.C. 13906

FORM BMC-84

Bond Number: 2622289

Filer FMCSA Account Number: MC#105675

COPY

KNOW ALL MEN BY THESE PRESENTS, that we, KMS Capital Inc
(Name of Broker or Freight Forwarder)
 of 15255 Riverview Ln
(Street) Victorville California 92394
(City) (State) (Zip)
 as PRINCIPAL (hereinafter called Principal), and Great American Insurance Company
(Name of Surety)

a corporation, or a Risk Retention Group established under the Liability Risk Retention Act of 1986, Pub. L. 99-563, created and existing under the laws of the State of Ohio (hereinafter called Surety), are held and firmly bound unto the United States of

America in the sum of \$75,000 for a broker or freight forwarder, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is or intends to become a Broker or Freight Forwarder pursuant to the provisions of 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 bond as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefore, and

WHEREAS, this bond is written to assure compliance by the Principal as 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 and shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Principal may be legally liable for any of the damages herein described.

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

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

This bond is effective the 12th day of July, 2018, 12:01 a.m., standard time at the address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time cancel this bond by written notice to the Federal Motor Carrier Safety Administration at its office in Washington, DC, such cancellation to become effective thirty (30) days after actual receipt of said notice by the FMCSA on the prescribed Form BMC-36, Notice of Cancellation Motor Carrier and Broker Surety Bond. The Surety shall not be liable hereunder for the payment of any damages herein before described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Principal for the supplying of transportation after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Principal for the supplying of transportation prior to the date such termination becomes effective.

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

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



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

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

SERVICE DATE
July 19, 2018

LICENSE

MC-105675-B

U.S. DOT No. 3152387
KMS CAPITAL INC
VICTORVILLE, CA

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



2019 UCR Registration is VALID!



Confirmation # 000-0111-1611
Generated 02/21/2019 20:18:30 local
Registered on: 02/21/2019 20:18:13 local

Year: 2019

Bracket: 0 to 2 vehicles

USDOT#: 3152387

Legal Name: KMS CAPITAL INC

Base State: California

Principal: 15255 RIVERVIEW LN
VICTORVILLE, US_CA 92394
US

Form

W-9

(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

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.
Shakela Smith

2 Business name/disregarded entity name, if different from above
KMS CAPITAL

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.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: 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.

Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
12127 MALL BLVD. STE A 243

6 City, state, and ZIP code
VICTORVILLE, CA. 92394

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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

| | | | | | | | | | |
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| | | | | - | | | | | |
|--|--|--|--|---|--|--|--|--|--|

or

Employer identification number

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 8 | 3 | - | 1 | 9 | 9 | 4 | 4 | 8 | 1 |
|---|---|---|---|---|---|---|---|---|---|


Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here

Signature of U.S. person ► 

Date ► 9/20/2018

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-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, later.