



TO CLAIMANTS

Persons presenting claims to Liberty National Financial Corp will expedite settlement by furnishing a complete and detailed statement of all pertinent facts tending to establish the validity of their claims. It is the desire of Liberty National Financial Corp to investigate and settle all valid claims, and the frank and hearty co-operation of the claimant is therefore solicited. Delayed settlement of claims is frequently due to the failure of the claimant to furnish the necessary information and documents with which to investigation and establish liability promptly. It should be borne in mind that under the terms of the Federal Motor Carrier Safety Administration are required to thoroughly investigate each claim before payment. Claimant should, therefore, in every case furnish Liberty National Financial Corp, as far as possible, with the information and documents called for on the other side of this form, even though there may be instances when it appears to the claimant that the information called for is more than necessary to establish the validity of the claim.

Claimant should read carefully the information appearing below.

Before presenting freight Bill claim, the following important information respecting claims should be given careful consideration.

1. The terms under which property is accepted and arranged for and transported are stated on the bill of lading issued by the shipper and is governed by the terms and conditions of Broker /Carrier contract and by the provisions of the Broker issued "Rate Agreements" as to payment terms and other conditions.
2. Brokers, carriers and their agents are bound by the provisions of law, and any deviation there from by the payment of claims before the facts and measure of legal liability are established will render them, as well the claimant, liable under the law.
3. Provisions of "Public Law 104-88, Dec 29, 1995, U.S.C. Section 13102.
 - (2) Definitions: "BROKER.—The term "Broker" means a person, other than a motor carrier, or an employee or agent of a motor carrier, that as a principal or agent sell, offers for sale, negotiates for, or hold itself out by solicitation, advertisement or otherwise as selling, providing or arranging for, transportation by a motor carrier for compensation." Therefore, any claim that involves any arranging of transportation between two or more brokers (Double brokered loads) will be denied.
4. Exempt Transportation under Public Law 104-88, Dec 29, 1995, 49 U.S.C. Section 13506.
 - (a) In general.— Neither the Secretary nor the Board has jurisdiction under this part over---
 - (4)a motor vehicle controlled and operated by a farmer and transporting—
 - (A) The farmer's agricultural or horticultural commodities and products; or
 - (B) Supplies to the farm of the farmer. (This transportation is of property not subject to the Jurisdiction of the FMCSA)
5. Title 49 USC Sec. 13501(1) Limits the jurisdiction of the US Secretary of Transportation to loads that cross state lines (*interstate* transportation). Likewise, Liberty's authority to disburse BMC-85 trust funds is limited, by Title 49 USC Sec. 13906(b)(2), to those claims for loads that cross state lines (*interstate* transportation).
6. Title 49, Department of Transportation, Part 371.7 Misrepresentation.
 - (a) A broker shall not perform or offer to perform any brokerage service (including advertising), in any other than that in which its registration is issued.
 - (b) A broker shall not, directly or indirectly, represent its operations to be that of a carrier. Any advertising shall show the broker status of the operation.
7. According to the provisions of the Property Broker's Trust Fund Agreement under 49 U.S.C. 13906, Paragraph 1 of the Agreement, Trustee agrees that payments made pursuant to this agreement will be exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor."



FORM 107CL: PRESENTATION OF FREIGHT BILL CLAIMS

Please complete both pages of this form and mail it with requested documents to:
ATTN: Claims Department/PO Box 6089/Norman, OK 73071
or email :claims.bmc85@gmail.com

Party Details:

Name of Claimant Claimant's MC No.

Address of Claimant (Street/City/State/Zip)

Contact Name Phone No.

Name of Broker Broker's MC No.

Consignor (Shipper) Consignor Contact Name & Number

Consignee (To Whom Shipped) Consignee Contact Name & Number

Shipment Details:

Shipped From (City/State) Shipped To (City/State)

Commodities Shipped

Bill of Lading:

Date Issued Party it was issued by.



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The total amount that claimant is filing for: _____

Please provide us with a summary of the claim including your communications with the broker involved and how you have determined the amount.

IMPORTANT:

In addition to this form we will need the following documents before your claim can be accepted:

- () 1. Bill of Lading
- () 2. Rate Confirmation/Agreement
- () 3. Freight Bill/Invoice
- () 4. Broker/Carrier Contract Agreement
- () 5. Other particulars obtained in proof of claim including documented communications
Email back to claims.bmc85@gmail.com

By signing this agreement the claimant agrees that the foregoing statements of facts are hereby certified to be correct.

Name & Title

Signature