

SLC Nationwide, Inc.

Freight Brokers and Logistics Managers Established 1997

Message from the founders...

We want to be the best broker you have ever worked with! Good loads from good shippers who value great service! Always be honest and with integrity, work together for better rates.

Our promise to you...

Pay you on time! Disclose ALL the load details upfront! Help resolve issues quickly.

In exchange, we ask of you...

... Communicate problems directly to us. (Please let us handle it. Often we have connections at the shipper or receiver)

... Make check calls directly to us or use the Tracking Apps.

... If you must drop off or cancel, call us immediately & give us the opportunity to reschedule with you or find another driver. (The customer appreciates this)

CORPORATE INFORMATION

<u>SLC Nationwide, Inc</u>. Incorporated (April 1997) A Third Party Logistics/Transportation Broker in the state of New York with offices in Massachusetts and New Jersey.

MC, Fed ID# & SCAC: Fed ID # 16-1522222 SCAC Code "SLCW" DUNS # 176572089

Invoicing Information: Email to ap@slcnationwide.com or mail to: 93 Hasgate Drive. Delmar, NY 12054 ALL INVOICES MUST INCLUDE: Proof of Delivery (Signed Bill of Lading or Deliver Receipt), a copy of our Rate Agreement (Recommended, but not required). Accessorial: All accessorial, *Fuel Surcharges*, etc must be agreed in writing in advance. *Lumper* or *Driver Assist* charges must be accompanied by a verifiable receipt or receiver's signature on BOL. *Detention* MUST be addressed at time of occurrence or within 2 hours of your appointment and approved in writing.

Payment Terms: Net 30 days upon receipt of INVOICE & POD. Quick pay available, must be agreed BEFORE accepting tender and written on tender or by contract.

Accts Payable Contact: Mike Welton Tel. 518-689-0500, ap@slcnationwide.com

Officers:Michael Welton – CFO/Founding Partner (mike@slcnationwide.com)518-689-0500Christopher Kandel – CEO/Founding Partner (chris@slcnationwide.com)508-885-6060

Bank:Key Bank NA, Glenmont, NY12077. Account: 324220022267. For Commercial
Credit Inquiry call 330-489-5394 (Please ask us for letter of Authorization)

<u>Surety Bond \$75,000:</u> Bryant Surety Bonds - Bond Policy No. 2409558 73 Old Dublin Pike, Doylestown, PA 18901 Tel. (866)450-3412 Attn: Lisa Trymbiski

NOTICE: Invoice Aging & Payment Terms

Dear supplier:

SLC Nationwide, Inc wants to pay you early!

We prefer emailed invoices with POD attached. Please email to <u>ap@slcnationwide.com</u> Fax 518-689-0501 (Please follow up with phone call if faxing.)

All invoices are aged 25-30 days from receipt. Proof of delivery is required to process your invoices.

Sincerely,

Chris Kandel

Christopher Kandel Founding Partner





Logistics Support & Technologies Established 1997

Just the Basics please.

We want to tender good loads so we both earn the most for great service!

Company name		
MC#	M	lain Tel #
Website: www.		
Dispatch Name	Tel#	Email
Sales/Quotes Name	Tel#	Email
Ops Mgr Name	Tel#	Email



Zor	nes	
New England (DAT Zone 0) CT, ME, MA, NH, RI, VT		Northeast (DAT Z1) NY, NJ, PA
Mid Atlantic (DAT Z2) MD, DE, NC, SC, VA, WV		Southeast (DAT Z3) AL, FL, GA, MS, TN
Midwest (DAT Z4) IN, HY, MI, OH		North Central (DAT Z5) IA, MN, MT, ND, SD, WI
Central (DAT Z6) IL, KS, MO, NE		South Central (DAT Z7) AR, LA, OR, TX
Mountain/South West (DAT Z8) AZ, CO, ID, NV, NM, UT, WY		West Coast (DAT Z9) WA, OR, CA
Canada East (DAT ZE) NB, NL, NS, PE		Canada Central (DAT ZC) on, QC
Canada West (DAT ZW) AB, BC, MB, SK		Mexico (DAT ZM)

	EQUIPMENT	
Reefers	Vans	Straight Trucks
Hot Shot Flatbed	Flatbeds	Cargo Van
Drayage	Stepdecks	Forwarder – NVOCC
Intermodal – RAIL	Household Movers	
Airfreight	Cold Storage	Warehouse – Dry
Storage Containers	Power Only	Broker – 3PL
Riggers	Auto Transport	Customs Broker
Tanker – Dry Bulk		

	SERVICES	
48' Trailers	53' Trailers	Teams
	· · · · · ·	
	Inside Delivery	Swing Doors
	Courier Services	Man Power - Labor
LTL – Partials	Freeze Protect	Heated Trailers
Logistics/Pad Wrap	Trade Show	Pup Trailers
Curtain – Conestoga	Double Drops	
Heavy – Over Dim.	Tarping	
	Tri-Axles	
Bonded US	Bonded Canada	

FAX (508)885-9033

BROKER - CARRIER AGREEMENT

This Agreement is entered into this date , by and Between <u>SLC Nationwide, Inc</u> ("BROKER"), a Registered Property Broker, Lic. No. MC-<u>319427</u>, and

a Registered Motor Carrier, MC#

("CARRIER"); collectively,

the "Parties". ("Registered" means operated under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation.)

1. <u>CARRIER REPRESENTS AND WARRANTS THAT IT</u>:

- A. Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities;
- B. Shall transport the property, under its own operating authority and subject to the terms of this Agreement;
- C. Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement;
- D. Agrees that a Shipper's insertion of BROKER's name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change BROKER's status as a property broker nor CARRIER's status as a motor carrier.
- E. Will not re-broker, assign or interline the shipments hereunder, without prior written consent of BROKER. If CARRIER breaches this provision, BROKER shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Upon BROKER's payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement. In addition to the indemnity obligation in Par 1.H CARRIER will be liable for consequential damages for violation of this Paragraph.
- F. Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials, (including the licensing and training of drivers), as defined in 49 C.F.R. §172.800,
 §172. and §207 at seg. to the extent that any shipments harounder constitute Hazardous Materials.

§173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers.

- **G**. CARRIER will notify BROKER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.
- H.
- Subject to the express monetary insurance limits in Par 3.D as to CARRIER, and BROKER'S monetary insurance limits for General Liability, \$ <u>1,000,000</u>, and property damage,
 \$<u>1,000,000</u>, or such other amounts as mutually agreed by the Parties in writing, CARRIER shall defend, indemnify and hold BROKER and its shipper customer harmless from any claims, actions or damages, arising out of its performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death, and BROKER shall defend, indemnify, and hold CARRIER harmless from any claims, actions, or damages, including cargo loss and damage, theft, delay, damage to property, personal injury or death, arising out of its performance hereunder. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence of the other Party, or the shipper. The obligation to defend shall include all costs of defense as they accrue.
- ii. Except for CARRIER's liability under Par 1.E, unless otherwise agreed in writing, and regardless of whether the Parties insurance as referred to in sub par i) above, is valid or provides coverage, the Parties indemnity obligations shall not exceed the monetary insurance limits referred to in sub par i).

- I. Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional".
- J. Authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment.
- K. Has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly.

2. <u>BROKERRESPONSIBILITIES</u>:

- A. <u>SHIPMENTS, BILLING & RATES</u>: BROKER agrees to solicit and obtain freight transportation business for CARRIER to the mutual benefit of CARRIER and BROKER, and shall offer CARRIER at least one (1) load/shipment annually. BROKER shall inform CARRIER of (a) place of origin and destination of all shipments; and (b) if applicable, any special shipping instructions or special equipment requirements, of which BROKER has been timely notified.
- B. BROKER agrees to conduct all billing services to shippers. CARRIER shall invoice BROKER for its (CARRIER's) charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER's Load Confirmation Sheet(s). Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing, via email or fa, by both Parties.
- C. <u>RATES:</u> Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by the Parties.
- D. <u>PAYMENT</u>:
 - i. The Parties agree that BROKER is the sole party responsible for payment of CARRIER's charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. BROKER agrees to pay CARRIER's invoice within <u>30</u> days of receipt of the bill of lading or proof of delivery, provided CARRIER is not in default under the terms of this Agreement. If BROKER has not paid CARRIER's invoice as agreed, and CARRIER has complied with the terms of this Agreement, CARRIER may seek payment from the Shipper or other party responsible for payment after giving BROKER <u>180</u> (business days) advance written notice.

CARRIER shall not seek payment from Shipper if Shipper can prove payment to BROKER.

- ii. Payment and other disputes are subject to the terms of Par 4.D, which provides in part that prevailing parties are entitled to recovery of costs, expenses and reasonable attorney fees.
- E. <u>BOND</u>: BROKER shall maintain a surety bond /trust fund as agreed to in the amount of <u>**575,000**</u> and on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.

3. <u>CARRIER RESPONSIBILITIES</u>:

- A. <u>EQUIPMENT</u>: Subject to its representations and warranties in Paragraph 1 above, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.
- B. <u>BILLS OF LADING</u>: CARRIER shall issue a bill of lading in compliance with 49 U.S.C. §80101 et seq., 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment terms) inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER.

C. LOSS & DAMAGE CLAIMS:

- i. CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage and
- ii. CARRIER's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack

Amendment, 49 U.S.C. §14706; and

- Special Damages: CARRIERs indemnification liability (Par 1.H) for freight loss and damage claims under this sub par C (ii) shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under sub par (ii) above.
- iv. Except as provided in Par 1.E above, neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing.
- V. Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within <u>30</u> days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this _______ day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.
- D. INSURANCE: CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: Automobile & General Liability \$1,000,000; motor vehicle (including hired and non-owned vehicles), property damage, and personal injury liability \$1,000,000; cargo damage/loss, \$100,000; workers' compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid CARRIERS liability due to any exclusion or deductible in any insurance policy.
- E. <u>ASSIGNMENT OF RIGHTS</u>: CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment from BROKER.

4. <u>MISCELLANEOUS</u>:

- A. <u>INDEPENDENT CONTRACTOR</u>: It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor and that no employer/employee relationship exists, or is intended. BROKER has no control of any kind over CARRIER, including but not limited to routing of freight, and nothing contained herein shall be construed to be inconsistent with this provision.
- B. <u>NON-EXCLUSIVE AGREEMENT</u>: CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.

C. WAIVER OF PROVISIONS:

- i. Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.
- ii. This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.
- D. <u>DISPUTES</u>: In the event of a dispute arising out of this Agreement, including but not limited to Federal or State statutory claims, t it is recommended to seek arbitration. Arbitration proceedings shall be started within six (6) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators. Provided, however, either Party may apply to a court of competent jurisdiction for injunctive relief. Venue for any such action shall be in (state) <u>New York</u>.

E. <u>NO BACK SOLICITATION</u>:

- i. Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments for a period of twelve (12) month(s) following termination of this agreement for any reason, from any shipper, consigner, consignee, or other customer of BROKER, when such shipments of shipper customers were first tendered to CARRIER by BROKER.
- ii. In the event of breach of this provision, BROKER shall be entitled, for a period of six (6) months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of <u>Ten</u> percent (<u>10%</u>) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER may seek injunctive relief and in the event it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.
- F. <u>CONFIDENTIALITY</u>:

- i. In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent.
- ii. In the event of violation of this Confidentiality paragraph, the Parties and agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.
- G. The limitations of liability for cargo loss and damage as well as other liabilities, arising out of the transportation of shipments, which originate outside the United States of America, may be subject to the laws of the country of origination.
- H. <u>MODIFICATION OF AGREEMENT</u>: This Agreement and Exhibit A et.seq. attached may not be amended, except by mutual written agreement, or the procedures set forth above (Pars 2.B and 2.C).
- I. <u>NOTICES</u>:
 - i. All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax.
 - ii. <u>THE PARTIES</u> shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.
 - iii. Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.
- J. <u>CONTRACT TERM</u>: The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon ninety (90) day's prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.
- K. <u>SEVERANCE: SURVIVAL</u>: In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.
- L. <u>COUNTERPARTS</u>: This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.
- M. <u>ENTIRE AGREEMENT</u>: This Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. 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.

IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.

(CARRIER)	
Company	
Address	
Signature	
Print name	
Title	

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(BROKER)

SLC Nationwide, Inc.

93 Hasgate Drive

Delmar, NY 12054

By: Chris Kandel

Christopher Kandel CEO/Founding Partner

OMB No.: 2126-0017

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. United States Department of Transportation **Federal Motor Carrier Safety Administration** Broker's or Freight Forwarder's Surety Bond under 49 U.S.C. 13906 FORM BMC-84 Bond Number: 3369164 Filer FMCSA Account Number: MC#319427 KNOW ALL MEN BY THESE PRESENTS, that we, SLC Nationwide, Inc. (Name of Broker or Freight Forwarder) of 93 Hasgate Drive Delmar 12054 New York (Street) (City) (State) (Zip) as PRINCIPAL (hereinafter called Principal), and SureTec 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 Texas (hereinafter called Surety), are held and firmly bound unto the United States of (State) 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 for thwith of all suits filed, judgements rendered, and payments made by said Surety under this bond. day of October 2014 This bond is effective the 1st , 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.

11 yr. 11 y

FORM BMC-84 Page 1 of 2

ITNESS WHEREOF, the said Pr	rincipal and Surety	have executed this instrume	ent on the <u>1st</u> da	ay of October	, 2014	
PRINCIPAL			SURETY			
SLC Nationwide,	Inc.		SureTec Insurance	Company		
COMPANY NAME			COMPANY NAME			
93 Hasgate Drive		Delmar	1330 Post Oak Blv	d, Suite 1100	Houston	
STREET ADDRESS		CITY	STREET ADDRESS		CITY	
New York	12054	518-437-0560	Texas	77056		
STATE	ZIP CODE	TELEPHONE NUMBER	STATE John D. Weisbrot,	ZIP CODE	TELEPHONE NUMBEI	
(type or	(type or print Principal officer's name and title)			print Principal officer		
	(Principal officer's signature)			Principal officer's sig	mature)	
	(type or print witness's name)		(type of print witness's name)			
-	(witness's signature)			(witness's signature)		
				(affix Surety sea	v	

FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION ACCEPTANCE REPORT USER ID: SURETECINS TRANSMISSION NUMBER: WEB43860 TRANSMITTED ON: 09/16/2014 12:42:52 SURETEC INSURANCE COMPANY COMPANY NAME: SUMITTED BY: SURETEC INSURANCE COMPANY (25125-00) Docket Form/Type Policy Number Effective Date Action MC-319427 BMC-84/SURETY 10/01/2014 3369164 ACCEPTED Values in FMCSA Licensing & Insurance Database: Legal Name: SLC NATIONWIDE, INC. Address: 93 HASGATE DRIVE DELMAR NY US 12054 91X Coverage(Type/Max/Underlying):

Total: 1

POA #: 3810001

SureTec Insurance Company LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Patricia A. Tinsman, John D. Welsbrot

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Hundred Thousand and 00/100 Dollars (\$500,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until <u>12/31/2018</u> and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all honds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and senled and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

State of Texas County of Harris 3:



SURETEC INSURANCE COMPANY By: John Knox Jr., President

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO Notary Public State of Toxas My Comm. Exp. 5/18/2017

Jacquelyn Maldonado, Notary Public

Jacquelyn Maldonado, Notary Public My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby effify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and urthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas

dav

M. Brent Beaty, Assistant Secretary

Any Instrument issued in excess of the penalty stated above is totally void and without any validity. For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.