(1) Check appropriate LLC	(3) Im p	ER OF ATTORNEY porter Account Number(s):		
	Full Name (as registered with the EIN/SS	\$#) of Corporation, Individual, LLC, Partnersh	nip, or Sole Proprieto	rship
(5) a corporation doing bus	siness under the laws of the State or Country and	Province of		
(6) or a			lividual General/Lim	ited Partnershin, Sole Proprietorshin)
(7) doing business as				neu Farmersnip, Sole Fropherorsnip)
(8) residing or having a pri	ncipal place of business at			
hereby constitutes and ap	points Mid-America Overseas,	Inc. (Grantee)		
authorized agents specifically of attorney , as a true and above for and in the name, in all Customs Districts and forwarding agent or for any electronically, or by other a to any entry, withdrawal, export declaration, autom carnet, or any other docu practice in connection with any merchandise shipped or or condition which may be n in connection with such me to Grantor; To make endorsement of statement, supplemental state of delivery, certificate of ma abstract of manufacturing re declaration of exporter on co which may be required by la whether such, sworn statem other affidavit or document is in To sign, seal and delive law or regulation in conne merchandise or merchandise connection with the entry, clean or other means of conveyand to the function of 1930, as am merchandise; To sign and swear to a facessary or required by la clearing, lading, unlading, conveyance owned or operate	•	brokers to transact Customs busin checks issued for customs duty the United States; if Grantor is a process on behalf of Grantor; And generally to transact cu including, pursuant to grantor's section 514 of the Tariff Act of interested and which may prop attorney, giving to said agent whatever requisite and necessary do if present and acting, here attorney shall lawfully do by attorney to remain in fit and received by Grantee. If Grantor is a partnership of or effect after the expiration of 2 yd If Grantor is a Principal Par Grantor/PPI hereby certifies tha documentation provided to Granted Grantor/PPI understands that civil or fraudulent statements or for the exportation. Grantor/PPI underta obtain, for export purposes, any o In the execution of this doc liability to the extent provided Overseas, Inc. Terms and Cond acknowledges having received. If Grantor is a General I authority to execute this instrume members of the partnership on a s If Grantor is a Limited F authority to execute this instrume general partners who have author	ess on behalf of refunds in Gran non resident of stoms business request, making f 1930, in which erly be transact and attorney fit to be done in th by ratifying and virtue of these all force and , (9) or the date ty in Interest ("PP t all statements e relating to expor and criminal pena violation of any L kes to determine export License or cument, it is expre- for under law litions of Service. Partnership, the nt on behalf of C ority to execute t ment. The signato	ate revocation in writing is duly given to power shall in no case have any force of its execution. I') in an export transaction then the and information contained in the tation are true and correct. Furthermore, lities may be imposed for making false Jnited States laws or regulation on any export license requirements and to other official authorization. essly understood that Grantee limits its and in accordance with Mid-America , a written copy which Grantor hereby signatory certifies that he/she has full Grantor and shall state the names of all
IN WITNESS WHEREOF, Gra	ntor has caused these presents to be signed by:			
(10) Signature				
Name typed or printed	(Refer to the Instructions on the back with respect to persons	s authorized to sign this Power of Attorney.)		
(11) Capacity	u		(12) Date	
(President, Treasurer, Vice Preside	ent, Secretary, CEO, CFO, CIO, COO, Partner, Member, Director, O	Owner or other Duly A uthorized Representa	ative)	

METHOD OF PAYMENT ADVISORY STATEMENT

In accordance with 19 CFR 111.29, the following paragraph explains your rights regarding method of payment of Customs charges:

If you are the importer of record, payment to the broker will not relieve you of liability for Customs charges (duties, taxes, or other debts owed Customs) in the event the charges are not paid by the broker. Therefore, if you pay by check, Customs charges may be paid with a separate check payable to the "Bureau of Customs and Border Protection" which shall be delivered to Customs by the broker. *If you elect to make payment with a check made payable to the Bureau of Customs and Border Protection, Mid-America Overseas, Inc. must be notified in advance.*

INSTRUCTIONS ON BACK AND CORPORATE CERTIFICATION ATTACHED)



Mid-America Overseas, Inc.

Addendum

* Please note that this document is not valid to certify a Limited Partnership Customs Power of Attorney. A copy of the Limited Partnership Agreement as filed with the province and/or state office will be required to certify a Customs Power of Attorney valid for any and all Limited Partnerships.

I, _____(name) hereby certify that the following persons and/or companies are the partners, members, and/or directors with full authority to execute the instrument of Customs Power of Attorney on behalf of said _____(company), a Limited Partnership or General Partnership organized within the country of _____, as follows;

Name	Capacity

(You may list additional partners, members, and/or directors on a separate sheet if needed.)

Signature	
Capacity	
Contact Info	

This document was created in an effort to comply with U.S. Title 19 CFR 141.39(a)(1) on 12/02/2005.

CORPORATE CERTIFICATION

U.S. Entities only

(Must be completed by a corporate officer)

I,				, certify that I am	the		
-	(Name)					(President, Treasurer, Vice President, Corporate Secretary, CEO, CFO, CIO or COO)	
of	(Name as registered wit	h EIN/SS#)		_			
org	anized under th	e laws of the State o	r Country and Provin	ce of];
tha	t (Name of signatory of P	ower of Attorney)		, who signed this	s Powe	er of Attorney on behalf	
of (Grantor, is the	(Title of signatory of Powe	r of Attorney)		of sa	id corporation; and that said	

Power of Attorney was duly signed, and attested for and in behalf of said corporation by authority of its governing body as the same appears in a resolution of the Board of Directors. I further certify that the resolution is in accordance with the articles of incorporation and bylaws of said corporation and was executed in accordance with the laws of the State or Country of Incorporation.

IN WITNESS WHEREOF, I have hereunto det my hand and affixed the seal of said Corporation

Signature

Date

CERTIFICATION (Non-U.S. ENTITIES ONLY)

19 CFR 141.37 WRITEN PROOF OF GRANTOR'S AUTHORITY

(To be completed by a person other than the one who signed the Power of Attorney)

I certify that I am (12)	of (13)		and that this original
Customs Power of Attorney executed by (14)	(Grantor's Name)	on (15)(Date)	// and in favor of
Mid-America Overseas, Inc. is valid. (16) of (18)			
(Grantor's Name) authorized to grant the subject Customs of Attorn			
(Country of Jurisdiction)			
Signature (20)	_ Date (21)		
Print name (22)	Title of Certifier (23))	

NON-Resident Entities Instructions

This section provides the certification by a company official other than the one who executed the Power of Attorney. This section is required for all nonresident corporations.

This section provided written proof of grantor's authority.

- 12. Name of the company Official providing proof of grantor's authority.
- 13. Company name which appears on line (4) on the POA
- 14. Name of person who signed on line (10) on the POA
- 15. Date on line (12) on the POA
- 16. Name of person who signed on line (10) on the POA
- 17. Capacity as reported on line (11) on the POA
- 18. Name which appears on line (4) on the POA
- 9. Country of Company's Jurisdiction
- 20. Signature of the person on line (12)
- 21. Signature date
- 22. Printed name of person in line (12)
- 23. Title or capacity of person on line (12)

MID-AMERICA OVERSEAS, INC. GENERAL TRADING TERMS

TERMS AND CONDITIONS OF SERVICE (Please Read Carefully)

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer". In the event the Company renders services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other document(s) shall govern those services.

1. Definitions.

A. "Company" shall mean MID-AMERICA OVERSEAS, INC., its subsidiaries, related companies, agents and/or representatives;

B. "Customer" shall mean the person for which the Company is rendering service, as well as its principals, agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives;

- C. "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;
- D. "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier";

E. "Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise".

2. Company as Agent.

The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the securing of export licenses, the filing of export and security documentation on behalf of the Customer and other dealings with Government Agencies, or for arranging for transportation services or other logistics services in any capacity other than as a carrier.

3. Limitation of Actions.

A. Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company, within 90 days of the event giving rise to claim; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer.

All suits against Company must be filed and properly served on Company as follows:

- a. For claims arising out of ocean transportation, within one (1) year from the date of the loss;
- b. For claims arising out of air transportation, within two (2) years from the date of the loss;
- c. For claims arising out of the preparation and/or submission of an import entry(s), within seventy-five (75) days from the date of liquidation of the entry(s);
- d. For any and all other claims of any other type, within two (2) years from the date of the loss or damage.

4. No Liability for the Selection or Services of Third Parties and/or Routes.

Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or firm will render such services nor does Company assume responsibility or liability for any actions(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the Act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

5. Quotations Not Binding.

Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer.

6. Reliance On Information Furnished.

A. Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs & Border Protection, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Customers behalf;

B. In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer; Customer shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold the

Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect, incomplete or false statement by the Customer or its agent, representative or contractor upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.

C. Customer acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to steamship lines and represents that Company is entitled to rely on the accuracy of such weights and to counter-sign or endorse it as agent of Customer in order to provide the certified weight to the steamship lines. The Customer agrees that it shall indemnify and hold the Company harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or questionable statements of the weight provided by the Customer or its agent or contractor on which the Company relies.

7. Declaring Higher Value to Third Parties.

Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefore; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Company's discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service.

8. Insurance.

Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.

9. Disclaimers; Limitation of Liability.

A. Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services;

B. In connection with all services performed by the Company, Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefor, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s).

C. In the absence of additional coverage under (b) above, the Company's liability shall be limited to the following: (i) where the claim arises from activities other than those relating to customs business, \$50 per shipment or

transaction, or

(ii) where the claim arises from activities relating to "Customs business," \$50 per entry or the amount of brokerage fees paid to Company for the entry, whichever is less;

D. In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive

damages, even if it has been put on notice of the possibility of such damages, or for the acts of third parties. 10. Advancing Money.

All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.

11. Indemnification/Hold Harmless.

The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability, fines, penalties and/or attorneys' fees arising from the importation or exportation of customers merchandise and/or any conduct of the Customer, including but not limited to the inaccuracy of entry, export or security data supplied by Customer or its agent or representative, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims, penalties, fines and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

12. C.O.D. or Cash Collect Shipments.

Company shall use reasonable care regarding written instructions relating to "Cash/Collect on Deliver (C.O.D.)" shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall not have liability if the bank or consignee refuses to pay for the shipment.

13. Costs of Collection.

In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by Company.

14. General Lien and Right to Sell Customer's Property

A. Company shall have a general and continuing lien on any and all property of Customer coming into Company's actual or constructive possession or control for monies owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both;

B. Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien.

C. Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.

15. No Duty to Maintain Records For Customer.

Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC §1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "recordkeeper" or "recordkeeping agent" for Customer.

16. Obtaining Binding Rulings, Filing Protests, etc.

Unless requested by Customer in writing and agreed to by Company in writing, Company shall be under no obligation to undertake any pre- or post Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.

17. No Duty to Provide Licensing Authority.

Unless requested by Customer in writing and agreed to by the Company in writing, Company shall not be responsible for determining licensing authority or obtaining any license or other authority pertaining to the export from or import into the United States.

18. Preparation and Issuance of Bills of Lading.

Where Company prepares and/or issues a bill of lading, Company shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.; unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same, Company shall rely upon and use the cargo weight supplied by Customer. **19. No Modification or Amendment Unless Written.**

These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, alter or amend same shall be null and void.

20. Compensation of Company.

The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, the Company shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges. In any referral for collection or action against the Customer for monies due the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee. **21.** Force Majeure.

Company shall not be liable for losses, damages, delays, wrongful or missed deliveries or nonperformance, in whole or in part, of its responsibilities under the Agreement, resulting from circumstances beyond the control of either Company or its sub-contractors, including but not limited to: (i) acts of God, including flood, earthquake, storm, hurricane, power failure or other natural disaster; (ii) war, hijacking, robbery, theft or terrorist activities; (iii) incidents or deteriorations to means of transportation, (iv) embargoes, (v) civil commotions or riots, (vi) defects, nature or inherent vice of the goods; (vii) acts, breaches of contract or omissions by Customer, Shipper, Consignee or anyone else who may have an interest in the shipment, (viii) acts by any government or any agency or subdivision thereof, including denial or cancellation of any import/export or other necessary license; or (ix) strikes, lockouts or other labor conflicts.

22. Severability.

In the event any Paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in Full force and effect. Company's decision to waive any provision herein, either by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.

23. Governing Law; Consent to Jurisdiction and Venue.

These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of Illinois without giving consideration to principles of conflict of law.

Customer and Company

- A. irrevocably consent to the jurisdiction of the United States District Court and the State courts of Illinois;
- B. agree that any action relating to the services performed by Company, shall only be brought in said courts;
- C. consent to the exercise of in personam jurisdiction by said courts over it, and
- D. further agree that any action to enforce a judgment may be instituted in any jurisdiction.

(Revised10/15)

Instructions for Completing Customs Power of Attorney

STEP ONE:	Identify the type of Power of Attorney.
(1)	In the upper left hand corner, check (or click on) the appropriate box: LLC, Individual, General Partnership, Limited Partnership, Corporation, or Sole Proprietorship. If none of those apply, please contact your Mid- America Overseas, Inc. representative.
STEP TWO	Provide certain Grantor information.
(2)	State the Employer Identification Number, also known as the federal tax identification number, of the Grantor. If an individual, state the Social Security Number.
(3)	Provide the Importer Account Number(s) as issued by Mid-America Overseas Inc. and/or your domestic shipper number. If not known, please leave blank.
(4)	Print (or type) the name of the Grantor. It must be the full legal name associated with the registered Employer Identification or Social Security number.
(5)	List the state or, if a foreign Grantor, the country and province in which the Grantor is doing business.
(6)	If other than a Corporation, list either LLC, Individual, General Partnership, Limited Partnership, or Sole Proprietorship. If none of those apply, please contact your Mid-America Overseas, Inc. representative.
(7)	If other than a Corporation, list any "Doing Business As" names that exist. If none, leave blank.
(8)	Provide complete business address where the Grantor resides or has its principal place of business.
STEP THREE:	State the duration of the Power of Attorney. If you wish for the Power of Attorney to stay on file indefinitely, leave this area blank.
(9)	In the middle portion of the form, please state the amount of time that Power of Attorney will remain in effect. Leave blank if the Power of Attorney will remain in effect until indefinitely, i.e., until grantor provides notice of revocation. If the Grantor is a Partnership the Power of Attorney is automatically limited to a period not to exceed 2 years from the date of execution.
	Note: If a date is entered, the Power of Attorney will no longer be valid after that date. Any date entered should be at least 30 business days from the date of execution.
STEP FOUR:	Sign and date the Power of Attorney.
	the President, Treasurer, Vice President, Secretary, CEO, CFO, CIO, or COO or, if another organization, the Partner, Member, Director, or Owner).
	the Partner, Member, Director, or Owner). <u>U.S. Corporations</u> : If the Grantor is a Corporation and the signatory is not the President, Treasurer, Vice President, Secretary, CEO, CFO, CIO, or COO, the attached "Corporate Certification" must be completed and returned attesting to the authority of the signatory to sign the Power of Attorney. If a "Corporate Certification" is not provided, a letter from a duly authorized officer of the corporation is required and the letter must certify that the signatory is authorized to sign the Power of Attorney by resolution of the Board of Directors, consistent with the articles of incorporation and bylaws of the Corporation. <u>U.S. Partnerships and Sole Proprietorships</u> : If the Grantor is a general or limited Partnership, the Grantor
	 the Partner, Member, Director, or Owner). <u>U.S. Corporations</u>: If the Grantor is a Corporation and the signatory is not the President, Treasurer, Vice President, Secretary, CEO, CFO, CIO, or COO, the attached "Corporate Certification" must be completed and returned attesting to the authority of the signatory to sign the Power of Attorney. If a "Corporate Certification" is not provided, a letter from a duly authorized officer of the corporation is required and the letter must certify that the signatory is authorized to sign the Power of Attorney by resolution of the Board of Directors, consistent with the articles of incorporation and bylaws of the Corporation. <u>U.S. Partnerships and Sole Proprietorships</u>: If the Grantor is a general or limited Partnership, the Grantor shall state on a separate addendum the names of all Partners, Members, or Directors who have authority to execute the Power of Attorney on behalf of the Partnership. If the Grantor is a Limited Partnership, the Grantor shall also provide a copy of the Limited Partnership Agreement with the Power of Attorney in order to certify the names of the Partners who are authorized to execute the Power of Attorney. If the signatory is not a Partner, Member, or Director of the Partnership, or an Owner of the Sole Proprietorship, and the Power of Attorney.
	 the Partner, Member, Director, or Owner). <u>U.S. Corporations</u>: If the Grantor is a Corporation and the signatory is not the President, Treasurer, Vice President, Secretary, CEO, CFO, CIO, or COO, the attached "Corporate Certification" must be completed and returned attesting to the authority of the signatory to sign the Power of Attorney. If a "Corporate Certification" is not provided, a letter from a duly authorized officer of the corporation is required and the letter must certify that the signatory is authorized to sign the Power of Attorney by resolution of the Board of Directors, consistent with the articles of incorporation and bylaws of the Corporation. <u>U.S. Partnerships and Sole Proprietorships</u>: If the Grantor is a general or limited Partnership, the Grantor shall state on a separate addendum the names of all Partners, Members, or Directors who have authority to execute the Power of Attorney on behalf of the Partnership. If the Grantor is a Limited Partnership, the Grantor shall also provide a copy of the Limited Partnership Agreement with the Power of Attorney in order to certify the names of the Partners who are authorized to execute the Power of Attorney. If the signatory is not a Partner, Member, or Director of the Partnership, or an Owner of the Sole Proprietorship, a letter from the Partnership or Owner must be provided certifying that the signatory is authorized to sign the Power
(11)	 the Partner, Member, Director, or Owner). <u>U.S. Corporations</u>: If the Grantor is a Corporation and the signatory is not the President, Treasurer, Vice President, Secretary, CEO, CFO, CIO, or COO, the attached "Corporate Certification" must be completed and returned attesting to the authority of the signatory to sign the Power of Attorney. If a "Corporate Certification" is not provided, a letter from a duly authorized officer of the corporation is required and the letter must certify that the signatory is authorized to sign the Power of Attorney by resolution of the Board of Directors, consistent with the articles of incorporation and bylaws of the Corporation. <u>U.S. Partnerships and Sole Proprietorships</u>: If the Grantor is a general or limited Partnership, the Grantor shall state on a separate addendum the names of all Partners, Members, or Directors who have authority to execute the Power of Attorney on behalf of the Partnership. If the Grantor is a Limited Partnership, the Grantor shall also provide a copy of the Limited Partnership Agreement with the Power of Attorney in order to certify the names of the Partners who are authorized to execute the Power of Attorney. If the signatory is not a Partner, Member, or Director of the Partnership, or an Owner of the Sole Proprietorship, a letter from the Partnership or Owner must be provided certifying that the signatory is authorized to sign the Power of Attorney. Foreign Grantors: Except for foreign grantors that are Individuals, all foreign Grantors that are not qualified to conduct business in the United States must complete the attached "CERTIFICATION (Non-U.S. ENTITIES ONLY) 19 CFR 141.37 WRITEN PROOF OF GRANTOR'S AUTHORITY" or provide other written evidence establishing the authority of the signatory to execute the Power of Attorney on behalf of the Grantor. Such
(11)	 the Partner, Member, Director, or Owner). <u>U.S. Corporations</u>: If the Grantor is a Corporation and the signatory is not the President, Treasurer, Vice President, Secretary, CEO, CFO, CIO, or COO, the attached "Corporate Certification" must be completed and returned attesting to the authority of the signatory to sign the Power of Attorney. If a "Corporate Certification" is not provided, a letter from a duly authorized officer of the corporation is required and the letter must certify that the signatory is authorized to sign the Power of Attorney by resolution of the Board of Directors, consistent with the articles of incorporation and bylaws of the Corporation. <u>U.S. Partnerships and Sole Proprietorships</u>: If the Grantor is a general or limited Partnership, the Grantor shall state on a separate addendum the names of all Partners, Members, or Directors who have authority to execute the Power of Attorney on behalf of the Partnership. If the Grantor is a Limited Partnership, the Grantor shall also provide a copy of the Limited Partnership Agreement with the Power of Attorney in order to certify the names of the Partners who are authorized to execute the Power of Attorney. If the signatory is not a Partner, Member, or Director of the Partnership, or an Owner of the Sole Proprietorship, i letter from the Partnership or Owner must be provided certifying that the signatory is authorized to sign the Power of Attorney. Foreign Grantors: Except for foreign grantors that are Individuals, all foreign Grantors that are not qualified to conduct business in the United States must complete the attached "CERTIFICATION (Non-U.S. ENTITIES ONLY) 19 CFR 141.37 WRITEN PROOF OF GRANTOR'S AUTHORITY" or provide other written evidence establishing the authority of the signatory to execute the Power of Attorney on behalf of the Grantor. Such written evidence must be consistent with the laws of the foreign country (and any applicable province). The capacity of th
. ,	 the Partner, Member, Director, or Owner). U.S. Corporations: If the Grantor is a Corporation and the signatory is not the President, Treasurer, Vice President, Secretary, CEO, CFO, CIO, or COO, the attached "Corporate Certification" must be completed and returned attesting to the authority of the signatory to sign the Power of Attorney. If a "Corporate Certification" is not provided, a letter from a duly authorized officer of the corporation is required and the letter must certify that the signatory is authorized to sign the Power of Attorney by resolution of the Board of Directors, consistent with the articles of incorporation and bylaws of the Corporation. U.S. Partnerships and Sole Proprietorships: If the Grantor is a general or limited Partnership, the Grantor shall state on a separate addendum the names of all Partners, Members, or Directors who have authority to execute the Power of Attorney on behalf of the Partnership. If the Grantor is a Limited Partnership, the Grantor shall also provide a copy of the Limited Partnership Agreement with the Power of Attorney in order to certify the names of the Partners who are authorized to execute the Power of Attorney. If the signatory is not a Partner, Member, or Director of the Partnership, or an Owner of the Sole Proprietorship, is letter from the Partnership or Owner must be provided certifying that the signatory is authorized to sign the Power of Attorney under the terms of the Partnership Agreement, or the Sole Proprietorship. Foreign Grantors: Except for foreign grantors that are Individuals, all foreign Grantors that are not qualified to conduct business in the United States must complete the attached "CERTIFICATION (Non-U.S. ENTITIES ONLY) 19 CFR 141.37 WRITEN PROOF OF GRANTOR'S AUTHORITY" or provide other written evidence establishing the authority of the signatory to execute the Power of Attorney on behalf of the Grantor. Such written evidence must be consistent with the laws of the foreign

U.S. Customs Duty Payments

Thank you for choosing Mid-America Overseas, Inc. as your U.S. Customs Broker. Please confirm
how U.S. Customs payments (duty, taxes and Customs fees) should be made on your behalf.
(Choose one option only)

Option 1

Option 2

I already have an existing ACH/ PMS account with U.S. Customs.

If you already have an ACH/PMS account set up with U.S. Customs, please provide details of the set up. We will arrange to have duties applied to your already existing account.

ACH Debit - U.S. Customs assigned Payer Unit ID:

ACH Credit

Who at your company should receive ACH statements?

Do you currently utilize Periodic Monthly Statement? Yes / No

I am interested in setting up an ACH/PMS account with U.S. Customs.

Duty advance fee can be eliminated by setting up an ACH/ PMS account directly with U.S. Customs. Mid-America Overseas, Inc. can provide you with additional information and assistance with the set up process. Please let us know if you would like additional information for this option Option 3 🗌

Mid-America Overseas, Inc. will outlay U.S. Customs payments (duties, taxes and fees) on my behalf and will include those charges on the transaction invoice.

Please note, if you request Mid-America Overseas. Inc. to fund duty payments on your behalf a 5% duty advance fee (minimum \$20) will be applied based on the outlay amount. U.S. Customs Duty payments over \$10,000 may require advance payment. By choosing this option, you authorize Mid-America Overseas. Inc. to make payment to U.S. Customs via broker Periodic Monthly statement (PMS.) If your company has not already received approval for PMS participation, you authorize Mid-America Overseas, Inc. to submit for approval on your behalf.

Company name: _____

Name of respondent:	
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Phone: _____

Email:			

Signature of authorized company representative: _____

Title:						

Date: _____



Do you know if you can sign legal documents for your company? See guidelines below based on your type of business entity

Business Entity / POA Length of	List the following on the first line of	Who may sign the POA? Acceptable	Additional Forms Required
Validity	the POA, as well as in the <u>WITNESS</u> <u>WHEREOF</u> line near the bottom of the form	Titles For Each Type of Business Entity as per Below: Print Title as indicated on the POA (last line on form)	
CORPORATION POA is valid until revoked	The legal name of the corporation, including the DBA, if the corporation is doing business as (DBA) another name. Subsidiary : Defined - A wholly-owned subsidiary corporations considered a stand-alone legal entity. As such, a corporate officer of the subsidiary company must sign the POA. For example - AAA Inc. Inc. is a wholly owned subsidiary of Partial Threads, Inc. A corporate officer of AAA Inc. must sign the POA. The POA is only binding on AAA Inc., not on Partial Threads, Inc. Division : Defined - A division of a corporation is not a stand-alone legal entity. As such, it is more like a "department" of the corporation and has no legal standing of its own. That means a corporate officer of the parent corporation must sign the POA. For example - BBB Foods is a division of Partial Threads, Inc. A corporate officer of Partial Threads, Inc must sign the POA. The POA is legally binding for all of Partial Threads, however. In practice, operationally Partial Threads Inc may wish to restrict clearance to that particular division. In this instance, the POA should only be approved for the two-digit suffix of the IRS# for the individual business as is authorized by the POA from Partial Threads, Inc.	President Vice President - authorized to bind the company I.E V.P. Finance, V.P. Customs, V.P. Logistics Secretary – Secretary - Treasurer - Assistant Secretary Treasurer CEO Chief Information Officer CIO Chief Information Officer COO Chief Operation Officer CAO Chief Administrative Officer Chairman (person) or Chairman (person) of the Board General Counsel Controller All other titles should be elevated to the Director of Customs or a licensed broker for review	A "Corporate Certification" form is required if someone other than a Corporate Officer signs the POA. A Corporate Officer must sign the Corporate Certification giving said power to the person signing the POA. We may request this "Corporate Certification" if the person who signed the Power of Attorney has a title that is different from one listed in the "Acceptable Titles" column to the left.
LLC POA is valid until revoked	The legal name of the LLC as registered with the State and the DBA name is the LLC is doing business as (DBA) another name.	Managing Member Manager Director President Member Officer All other titles should be elevated to the Director of Customs, or a licensed broker, for review.	We may request the page(s) of the LLC Operating Agreement that specifies the names and titles of the members of the LLC, and those who are empowered under the Operating Agreement to legally bind the LLC.
PARTNERSHIP (US-Based) POA is valid for 2 years from date of execution	All the names of the partners in the partnership - please fill out Addendum Form listing all partners	Partner All other titles should be elevated to the Director of Customs, or licensed broker, for review	Addendum Form listing all partners
USA LIMITED PARTNERSHIP (LP) POA is valid for 2 years from date of execution	All the names of the general partners in the LP- please fill out Addendum Form listing all general partners of the LP)	General Partner All other titles should be elevated to the Director of Customs, or licensed broker, for review	Addendum listing all general partners per 19 CFR 141.39(a)(2) a copy of the partnership agreement must accompany the POA USA



POA USA LIMITED LIABILITY	The legal name of the LLP	General Partner or Corporate Officer	The part of the Operating Agreement
PARTNERSHIP (LLP) POA is valid for 2	The Owner's name followed by the	(refer to Corporation for acceptable	that spells out the individuals who
years from date of execution	DBA name if the company is legally	titles)	may legally bind the LLP.
	doing business as (DBA) another	All other titles should be elevated to	Per 19 CFR 141.39(a)(2) a copy of the
	company name	the Director of Customs, or licensed	partnership agreement must
	Your full name	broker, for review.	accompany the POA.
	The legal name of the		We must ask for authority that shows
	company/Individuals name		the person signing the POA is
			authorized to do so by the articles of
			the partnership, especially for
			partnerships between corporations.
SOLE PROPRIETORSHIP POA is valid	The owner's name, followed by the	Owner, Sole Proprietor, or Individual	1 document from A & 1 from B; if A is
until revoked	DBA name if the company is legally		not available, then all 3 from B are
	doing business as (DBA) another		required.
	company name.		A - Federal government-issued
			picture-ID (passport, residence card)
			B - Social Security card, SS4
			Notification of Importer Number,
			Driver's License, current utility bill.
INDIVIDUAL POA is valid until	Your full name	Self or Individual	1 document from A & 1 from B; if A is
revoked			not available, then all 3 from B are
			required.
			A - Federal government-issued
			picture-ID (passport, residence card)
			B - Social Security card, SS4
			Notification of Importer Number,
			Driver's License, current utility bill.
FOREIGN POA'S OF ANY BUSINESS	The legal name of the	General Manager or Managing	NON-RESIDENT CERTIFICATION is
ENTITY or INDIVIDUAL POA is valid	Company's/Individual's name	Director - no NRCC needed. Other	required from corporations except
until revoked		titles below require NRCC.	when signed by Gen. Mgr or
		Assistant Manager - Officer –	Managing Director; not required for
		Manager	non-resident individuals. The
		Director Deputy Director	certification may not be signed by the
		All titles from the corporate (INC) list	same person that signed the POA.
		All other titles should be elevated to	Proof of the corporate entity or other
		the Director of Customs, or licensed	tangible proof (e.g. corporate website
		broker, for review	- does one exist? Stock ticker I.D.
			information, or similar proof of
			existence is required).
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