

BOND NO: 2013020038

ACCT LOC ID: \_\_\_\_\_

License No.: MC - 411422

### Property Broker's Surety Bonds under 49 U.S.C. 13906

KNOW ALL MEN BY THESE PRESENTS, THAT we Denton Transportation, Inc. of \_\_\_\_\_

Property Broker Name

7701 West 47<sup>th</sup> Street, McCook, IL 60525

Principal Address

as PRINCIPAL (hereinafter called Principal), and American Alternative Insurance Corporation, a corporation, or a Risk Retention Group established under the Liability Risk Retention Act of 1986, Public Law 99-563, created and existing under the laws of the State of Delaware (hereinafter called Surety) are held and firmly bound unto the United States of America in the sum of **\$75,000.00**, 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 pursuant to the provisions of Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration ("FMCSA") relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the FMCSA 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 a licensed Property Broker of Transportation by motor vehicle with 49 U.S.C. 13906(b), and the rules and regulations of the FMCSA, 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 FMCSA, 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 FMCSA forthwith of all suits filed, judgements rendered, and payments made by said Surety under this bond.

This bond is effective the 1st day of October, 2013, 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 FMCSA at its office in Washington, DC, such cancellation to become effective thirty (30) days after actual receipt of said notice by the FMCSA.

The Surety shall not be liable hereunder for the payment of any damages hereinbefore 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.

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The receipt of this filing by the FMCSA certifies that a Broker Surety Bond has been issued by the company identified on the face of this form, 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.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 24th day of September, 2013.  
Date

**Denton Transportation, Inc.**

Principal Name (Company, Individual, etc.)

*Kathryn Richel*

Signature

**Kathryn Richel**

Printed or Typed Name of Signor

**Vice President**

Title of Signor

*Kerra Aggen*

Witness Signature

**Kerra Aggen**

Printed or Typed Name of Witness

**American Alternative Insurance Corporation**

*Matthew L. Zehner*

**Matthew L. Zehner**  
Attorney-in-Fact



*Jennifer E. Rome*

**Jennifer E. Rome**  
Witness

# AMERICAN ALTERNATIVE INSURANCE CORPORATION

SCHAUMBURG, IL 60173

## INSTRUCTIONS TO INDEMNITOR(S):

1. Each party providing their agreement of indemnity must initial each page of this document.
2. The date this document is executed must be noted on page 3.
3. Indemnitor(s) must sign this document in the appropriate section(s) on page(s) 3-5.
4. Each signature must be witnessed AND acknowledged by a Notary in the appropriate sections.
5. Please return this completed document to your Customs broker, or to your local Roanoke Trade Office.

## GENERAL INDEMNITY AGREEMENT

KNOW ALL BY THESE PRESENTS, that the undersigned, hereinafter called Indemnitors, have requested and do hereby request AMERICAN ALTERNATIVE INSURANCE CORPORATION, and/or any and all existing and/or future affiliates, subsidiaries, divisions, successors, assigns, sureties, co-sureties, and/or reinsurers of said entities, hereinafter referred to as Surety, to execute or procure the execution of such bonds, undertakings or recognizances (all of which are hereinafter included within the term "bond or bonds") as have been and as may hereafter be applied for directly or through an agent, attorney or other representative, solely or as co-adventurer with others, by any of the Indemnitors, or by any person, firm, corporation or association whose name shall, for that purpose, have been furnished to the Surety by any of the Indemnitors, it being understood and agreed that this instrument shall cover all bonds so applied for and executed, whether or not this instrument is referred to or mentioned in connection therewith;

NOW, THEREFORE, in consideration of the premises and of the execution or continuance of such bonds, the Indemnitors for themselves, their heirs, executors, administrators, successors and assigns, do hereby jointly and severally, covenant and agree with the Surety, its successors and assigns, as follows:

1. The Indemnitors will pay, when due, all premiums for each of such bonds in accordance with the Surety's regular manual rates in effect on the date such bond becomes effective, as long as liability thereunder shall continue, and until the Surety is furnished with evidence satisfactory to the Surety of its discharge or release from the bonds, or of all liability by reason thereof.

2. The Indemnitors will exonerate, hold harmless, and indemnify the Surety from and against any and all liability, loss, costs, damages, fees of attorneys and consultants, and other expenses, including interest, which the Surety may sustain or incur by reason of, or in consequence of, the execution of such bonds and any renewal, continuation or successor thereof, including but not limited to, sums paid or liabilities incurred in settlement of, and expenses paid or incurred in connection with claims, suits, or judgments under such bonds, expenses paid or incurred in enforcing the terms hereof, in procuring or attempting to procure a release from liability, or in recovering or attempting to recover losses or expenses paid or incurred, as aforesaid.

3. If the Surety receives any claim or lawsuit asserting liability, or sets up a reserve to cover any liability, claim asserted, suit or judgment under any such bond, the Indemnitors will, immediately upon demand, and whether or not the Surety shall have made any payment therefore, deposit with the Surety a sum of money equal to such claim or reserve and any increase thereof as collateral security on such bond, and such sum and any other money or property which shall have been or shall hereafter be pledged as collateral security on any such bond, shall be available, in the discretion of the Surety, as collateral security on all bonds coming within the scope of this instrument, or for any other indebtedness of the Indemnitors to the Surety; and any such collateral security shall be held subject to the terms of the Surety's regular form of receipt for collateral, which is by reference made a part hereof.

4. The Surety may, at its option, file or record this Agreement, or any other document executed by any or all of the Indemnitors, individually or jointly, in connection with the application, issuance or execution of any bond or bonds, as a security agreement, as part of a financing statement or as notice of its prior interest and assignment under the provisions of the Uniform Commercial Code or any other statute or regulation of any jurisdiction or agency, but that the filing or recording of such document shall be solely at the option of the Surety, and that the failure to do so shall not release or impair any of the obligations of the Indemnitors under this Agreement.

5. The Surety shall have the exclusive right to decide and determine whether any claim, liability, suit or judgment made or brought against the Surety or the Indemnitors, or any one of them, on any such bond shall or shall not be paid, compromised, resisted, defended, tried or appealed, and the Surety's decision thereon, if made in good faith, shall be final and binding upon the Indemnitors. The Surety shall have no obligation to tender its defense to any Indemnitor. If the Surety elects not to tender its defense to any Indemnitor, the Indemnitors shall nevertheless remain liable to the Surety for any and all loss, costs, damages, interest, and expenses, including but not limited to attorneys' fees and consultants' fees resulting from the Surety's investigation and/or defense. An itemized statement of payments made by the Surety for any of the purposes specified herein, sworn to by an officer of the Surety, or the voucher or vouchers for such payments, shall be prima facie evidence of the liability of the Indemnitors to reimburse the Surety for such payments, with interest.

6. The Indemnitors hereby authorize the Surety in its sole discretion to do the following: (a) from time to time make or consent to any change in, or issue any substitute for or renewal of, any such bond, and this instrument shall apply to such substituted or changed bond or renewal; (b) if any such bond be given in an action or proceeding in any court, to recognize any attorney of record in such action or proceeding for any party thereto at the date of the execution of such bond as the authorized representative of such party until the Surety shall have been fully discharged from liability under such bond; (c) take such steps as the Surety may deem necessary or proper to obtain a release from liability from any such bond.

KR  
[Signature]

7. The Indemnitors hereby waive notice of the execution of any such bonds and of the acceptance of this Agreement, and the Indemnitors hereby waive all notice of any default, or any other act or acts giving rise to any claim under said bonds, as well as notice of any and all liability of the Surety, or of any act, fact or information coming to the notice or knowledge of the Surety concerning or affecting its rights or liabilities under any such bond, or rights or liabilities of the Indemnitors hereunder, notice of all such being hereby expressly waived.

8. If the Surety shall procure any other company or companies to execute or join with it in executing, or to reinsure, any such bonds, this instrument shall inure to the benefit of such other company or companies, its or their successors and assigns so as to give to it or them a direct right of action against the Indemnitors to enforce this instrument and, in that event, the word "Surety", wherever used herein, shall be deemed to include such company or companies, as their respective interests may appear.

9. The liability of the Indemnitors hereunder shall not be affected by the failure of any party to sign any such bond, nor by any claim that other indemnity or security was to have been obtained, nor by the release of any indemnity or Indemnitor, nor by the return or exchange of any collateral that may have been obtained; and if any party signing this instrument is not bound for any reason, this obligation shall still be binding upon each and every other party.

10. Separate suits may be brought hereunder as causes of action accrue, and suit may be brought against any or all of the Indemnitors; and suit or suits upon one or more causes of action, or against one or more of the Indemnitors, shall not prejudice or bar subsequent suits against any other or all of the Indemnitors on the same or any other cause or causes of action, whether theretofore or thereafter accruing. If any claim or demand is made by the Surety against one or more of the Indemnitors, the Surety is hereby expressly authorized to settle with any one or more of the Indemnitors individually, and without reference to the others, and such settlement shall not affect the liability of any of the others, and the Indemnitors expressly waive their claim to be discharged and released by reason of the release of one or more of the joint debtors, and the Indemnitors hereby consent to any settlement that may hereafter be made.

11. The Indemnitors waive any defense that this instrument was executed subsequent to the date of any such bond, admitting and covenanting that such bond was executed pursuant to the Indemnitors' request, and in reliance on the Indemnitors' promise, to execute this instrument. In the event any part or clause of this Indemnity Agreement shall be void under the law of the place governing the construction hereof, then such part or clause only shall be considered as deleted and the remainder of this Agreement shall be construed according to its true intent and shall endure in full force and effect.

12. The Surety, at its option, may decline to execute, participate in or procure the execution of any such bond and the Indemnitors agree to make no claim to the contrary.

13. At any time, and until such time as the liability of the Surety under any and all such bonds is terminated, the Surety shall have the right to reasonable access to the books, records, and accounts of the Indemnitors; and any bank depository, or other person, firm or corporation, when requested by the Surety, is hereby authorized to furnish the Surety any information requested including, but not limited to payments of accounts.

14. Wherever used in this instrument, the plural term shall include the singular and the singular shall include the plural, as the circumstances require. The words Indemnitor and Indemnitors, or the personal pronouns used to refer to said words, shall apply regardless of number or gender, and to individuals, partnerships or corporations, as the circumstances require.

15. The Indemnitors hereby agree that their liability shall be construed as the liability of a compensated Surety, as broadly as the liability of the Surety is construed toward its obligee or other claimants.

16. The Indemnitors hereby irrevocably nominate, constitute, appoint and designate the Surety or its designee as their Attorney in Fact, with the right, but not the obligation, to exercise all of the rights of Indemnitors assigned, transferred and set over to the Surety in this Agreement, and in the name of the Indemnitors, or any of them, to make, execute and deliver any and all additional or other assignments, documents or papers, including but not limited to the execution of instruments referred to in Section 5, and the endorsement of checks or other instruments deemed necessary and proper by the Surety in order to give full effect not only to the intent and meaning of the within assignments, but also to the full protection intended to be herein given to the Surety under all other provisions of this Agreement. The Indemnitors hereby ratify and affirm all acts and actions taken and done by the Surety or its designee as such Attorney in Fact.

17. The Indemnitors hereby waive and abandon, so far as their respective obligations under this Agreement are concerned, all rights to claim any of their property, including their respective homesteads, as exempt from levy, execution, sale or other legal process under the laws of any state, territory, or possession.

18. The obligation of the Indemnitors hereunder shall be continuous; provided, however, that any of the Indemnitors may give the Surety not less than thirty days written notice by registered mail of the Indemnitor's desire to terminate this Agreement, but any such notice of termination shall not operate to modify, bar, discharge, limit, affect or impair the Indemnitor's liability hereunder on or by reason of any such bond executed prior to the termination of such thirty days. Further, such notice of termination shall not operate to modify, bar, discharge, limit, affect or impair the Indemnitor's liability hereunder with respect to a bond of undertaking which the Surety has become obligated to execute prior to the termination of such thirty days. Such notice of termination shall operate only with respect to those Indemnitors identified in such notice as requesting termination of this Agreement. Such notice shall not be deemed to have been given until received by the Surety at its home office.

KR  


19. This Agreement may not be changed or modified orally. No change or modification shall be effective unless specifically agreed in writing.

20. It is understood and agreed by the Indemnitors that the rights, powers and remedies given the Surety under this Agreement shall be cumulative, and the exercise of or failure to exercise any particular right, power, or remedy, at any time, shall not be considered an election of remedy, or a waiver of any other right, power, or remedy. The rights, powers and remedies given the Surety under this Agreement are in addition to, and not in lieu of, any and all other rights, powers and remedies which the Surety may have or acquire against the Indemnitors or others, whether by the terms of any other agreement, by operation of law or otherwise.

21. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN TESTIMONY WHEREOF, the Indemnitors, intending to be legally bound hereby, have hereunto set their hands and affixed their seals this 24th day of September, 2013.

**CORPORATION OR COMPANY INDEMNITORS**

**Witness**

By Kerra Aggen  
(Witness Signature)  
Kerra Aggen Brokerage Administrator  
(Witness Name and Title)

Denton Transportation, Inc.  
(Name of Corporation or Company Indemnitor)

By [Signature]  
(Officer Signature)  
Title\* (Select One)  President  CEO  CFO

Address 7701 West 47<sup>th</sup> Street  
McCook, IL 60525

TID# 36-4458008

**Witness**

By \_\_\_\_\_  
(Witness Signature)  
\_\_\_\_\_  
(Witness Name and Title)

\_\_\_\_\_  
(Name of Corporation or Company Indemnitor)

By \_\_\_\_\_  
(Officer Signature)  
Title\* (Select One)  President  CEO  CFO

Address \_\_\_\_\_

TID# \_\_\_\_\_

**Witness**

By \_\_\_\_\_  
(Witness Signature)  
\_\_\_\_\_  
(Witness Name and Title)

\_\_\_\_\_  
(Name of Corporation or Company Indemnitor)

By \_\_\_\_\_  
(Officer Signature)  
Title\* (Select One)  President  CEO  CFO

Address \_\_\_\_\_

TID# \_\_\_\_\_

\*Signatures from any other corporate officer must be pre-approved by the Surety and/or accompanied by a corporate resolution.

KR [Signature]

INDIVIDUAL INDEMNITORS

Witness

By Kerna Aggen  
(Witness Signature)  
Brokerage Administrator  
(Witness Name and Title)

Lowell Denton  
(Name of Individual Indemnitor)

By [Signature]  
(Signature)

Address 7701 W. 47th St. McCook, IL 60525

SS# xxx xx 8489

Witness

By Kerna Aggen  
(Witness Signature)  
Brokerage Administrator  
(Witness Name and Title)

Kathryn Richel  
(Name of Individual Indemnitor)

By [Signature]  
(Signature)

Address 7701 W. 47th St. McCook, IL 60525

SS# xxx xx 3681

Witness

By \_\_\_\_\_  
(Witness Signature)  
\_\_\_\_\_  
(Witness Name and Title)

\_\_\_\_\_  
(Name of Individual Indemnitor)

By \_\_\_\_\_  
(Signature)

Address \_\_\_\_\_

SS# \_\_\_\_\_

Witness

By \_\_\_\_\_  
(Witness Signature)  
\_\_\_\_\_  
(Witness Name and Title)

\_\_\_\_\_  
(Name of Individual Indemnitor)

By \_\_\_\_\_  
(Signature)

Address \_\_\_\_\_

SS# \_\_\_\_\_

Witness

By \_\_\_\_\_  
(Witness Signature)  
\_\_\_\_\_  
(Witness Name and Title)

\_\_\_\_\_  
(Name of Individual Indemnitor)

By \_\_\_\_\_  
(Signature)

Address \_\_\_\_\_

SS# \_\_\_\_\_

KR [Signature]

**PARTNERSHIP ACKNOWLEDGMENT(S)**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
On this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, before me personally came \_\_\_\_\_  
to me known and stated that \_\_\_he\_\_\_ is (are) *partner(s)* in the firm of \_\_\_\_\_  
and acknowledge that \_\_\_he\_\_\_ executed the foregoing instrument as the act of  
said firm.

\_\_\_\_\_  
(NOTARY PUBLIC)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
On this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, before me personally came \_\_\_\_\_  
to me known and stated that \_\_\_he\_\_\_ is (are) *partner(s)* in the firm of \_\_\_\_\_  
and acknowledge that \_\_\_he\_\_\_ executed the foregoing instrument as the act of  
said firm.

\_\_\_\_\_  
(NOTARY PUBLIC)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
On this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, before me personally came \_\_\_\_\_  
to me known and stated that \_\_\_he\_\_\_ is (are) *partner(s)* in the firm of \_\_\_\_\_  
and acknowledge that \_\_\_he\_\_\_ executed the foregoing instrument as the act of  
said firm.

\_\_\_\_\_  
(NOTARY PUBLIC)

KR  


**PARTNERSHIP INDEMNITORS**

**Witness**

By \_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Witness Name and Title)

(Name of Partnership Indemnitor)  
By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

Address \_\_\_\_\_

TID# \_\_\_\_\_

**Witness**

By \_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Witness Name and Title)

(Name of Partnership Indemnitor)  
By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

Address \_\_\_\_\_

TID# \_\_\_\_\_

**Witness**

By \_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Witness Name and Title)

(Name of Partnership Indemnitor)  
By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

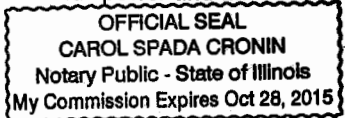
Address \_\_\_\_\_

TID# \_\_\_\_\_

**CORPORATE OR COMPANY ACKNOWLEDGMENT(S)**

STATE OF Illinois  
COUNTY OF Cook

On this 24th day of September 20 13, before me personally came Zonell D. Denton to me known and who, being duly sworn, did depose and say that (s)he resides in McCook, IL; that (s)he is the  President  CEO  CFO of the (check appropriate type of entity)  corporation  limited liability company, or  proprietorship which executed the foregoing instrument; that (s)he is the duly authorized representative of said entity, and that (s)he has the full power and authority to bind said entity to the foregoing instrument.



Carol Spada Cronin  
(NOTARY PUBLIC)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, before me personally came \_\_\_\_\_ to me known and who, being duly sworn, did depose and say that (s)he resides in \_\_\_\_\_; that (s)he is the  President  CEO  CFO of the (check appropriate type of entity)  corporation  limited liability company, or  proprietorship which executed the foregoing instrument; that (s)he is the duly authorized representative of said entity, and that (s)he has the full power and authority to bind said entity to the foregoing instrument.

\_\_\_\_\_  
(NOTARY PUBLIC)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, before me personally came \_\_\_\_\_ to me known and who, being duly sworn, did depose and say that (s)he resides in \_\_\_\_\_; that (s)he is the  President  CEO  CFO of the (check appropriate type of entity)  corporation  limited liability company, or  proprietorship which executed the foregoing instrument; that (s)he is the duly authorized representative of said entity, and that (s)he has the full power and authority to bind said entity to the foregoing instrument.

\_\_\_\_\_  
(NOTARY PUBLIC)

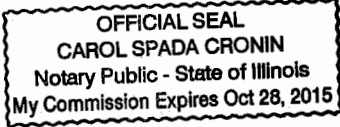
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INDIVIDUAL ACKNOWLEDGMENT(S)

STATE OF Illinois  
COUNTY OF Cook

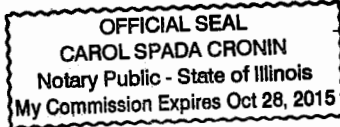
On this 24th day of September 20 13, before me personally came Lowell Denton  
to me known to be the *individual* who executed the foregoing instrument, and acknowledged that (s)he executed same.



Carol Spada Cronin  
(NOTARY PUBLIC)

STATE OF Illinois  
COUNTY OF Cook

On this 24th day of September 20 13, before me personally came Kathryn Richel  
to me known to be the *individual* who executed the foregoing instrument, and acknowledged that (s)he executed same.



Carol Spada Cronin  
(NOTARY PUBLIC)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, before me personally came \_\_\_\_\_  
to me known to be the *individual* who executed the foregoing instrument, and acknowledged that (s)he executed same.

\_\_\_\_\_  
(NOTARY PUBLIC)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, before me personally came \_\_\_\_\_  
to me known to be the *individual* who executed the foregoing instrument, and acknowledged that (s)he executed same.

\_\_\_\_\_  
(NOTARY PUBLIC)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, before me personally came \_\_\_\_\_  
to me known to be the *individual* who executed the foregoing instrument, and acknowledged that (s)he executed same.

\_\_\_\_\_  
(NOTARY PUBLIC)

KR