

POWER OF ATTORNEY

Check appropriate box: (1) Individual[] Partnership[] Corporation[] Sole Proprietorship[] Limited Liability Co.[]
IRS / EIN (2) _____ or SSN _____

KNOW ALL MEN BY THESE PRESENTS:

That "Customer" / "Grantor" (3) _____

Fictitious Name / Doing Business As (DBA) (4) _____

Under the law of the State of (5) _____ residing of having a principal place of business at address
(6) _____

Hereby designates and appoints **ARC AIR LOGISTICS, INC.** its successors or assigns, through their officers, employees, and/or specifically authorized agents to act as true and lawful agent and attorney of the Grantor named above for and in the name, place and stead of said Grantor from this day and in all Customs Ports and in no other name, as forwarding agent or for any other related activity, to -- whether in writing, electronically, or by other authorized means --

To make, endorse, sign, declare, or swear to any entry, withdrawal, declaration, certificate, bill of lading, carnet, or other document required by law or regulation in connection with the importation, transportation, or exploration of any merchandise shipped or consigned by or to said grantor; to perform any act or condition which may be required by law or regulation in connection with such merchandise; to receive any merchandise deliverable to said grantor;

To make, approve, sign, declare, or swear to any Importer Security Filing (ISF) certificate or any other document required by law or regulation in correlation with the ISF import filing requirements of any merchandise in or through the Customs territory shipped or consigned by or to said grantor;

To make endorsements on bills of lading conferring authority to transfer title, make entry or collect drawback, and to make, sign, declare, or swear to any statement, supplemental statement, schedule, supplemental schedule, certificate of delivery, certificate of manufacture, certificate of manufacture and delivery, abstract of manufacturing records, declaration of proprietor on drawback entry, declaration of exporter on drawback entry, or any other affidavit or document which may be required by law or regulation for drawback purposes, regardless of whether such bill of lading, sworn statement, schedule, certificate, abstract, declaration, or other affidavit or document is intended for filing in any customs district; and to authorize other Customs Brokers to act as guarantor agent.

To sign seal and deliver for and as the act of said grantor any bond required by law or regulation in connection with the entry or withdrawal of imported merchandise or merchandise exported with or without the benefit of drawback, or in connection with the entry, clearance, lading, unlading or navigation of any vessel or other means of conveyance owned or operated by said grantor, and any and all bonds which may

be voluntarily given and accepted under applicable laws and regulations, consignee's and owner's declarations provided for in section 485, Tariff Act of 1930, as amended, or affidavits in connection with the entry of merchandise;

To sign and swear to any document and to perform any act that may be necessary or required by law or regulation in connection with the entering, clearing, lading, unlading, or operation of any vessel or other means of conveyance owned or operated by said grantor;

To authorize other Customs Brokers to act as grantor's agent; to receive, endorse and collect checks issued for Customs duty refunds in grantor's name drawn on the Treasurer of the United States; if the grantor is a nonresident of the United States, to accept service of process on behalf of the grantor;

And generally to transact at the customshouses in any district and all customs business, including making, signing, and filing of protests under section 514 of the Tariff Act of 1930, in which said grantor is or may be concerned or interested and which may properly be transacted or performed by an agent and attorney, giving to said agent and attorney full power and authority to do anything whatever requisite and necessary to be done in the premises as fully as said grantor could do if present and acting, hereby ratifying and confirming all that the said agent and attorney shall lawfully do by virtue of these presents; the foregoing power of attorney to remain in full force until **notice of revocation** in writing is duly given to and received by a District Director of Customs. If the donor of this power of attorney is a partnership, the said power shall in no case have any force or effect after the expiration of 2 years from the date of its execution.

If the Grantor is a Principal Party in Interest (“PPI”) in an export transaction then the Grantor/PPI hereby certifies that all statements and information contained in the documentation provided to Grantee relating to export are true and correct. Furthermore, Grantor/PPI understands that civil and criminal penalties may be imposed for making false or fraudulent statements or for the violation of any United States laws or regulations on exportation. Grantor/PPI undertakes to determine any export license requirements and to obtain, for export purposes, any export License of other official authorization. If power of attorney is obtained through a forwarder, grantor waives the confidentiality requirements of section 111.24 of the Customs Regulations and the requirements in section 111.36 of the Customs Regulations that the Custom Broker transmit a copy of its bill for service directly to the importer and authorizes the Customs broker to transmit its bill for services and copies of the Customs entry documents and related documents through Grantor’s forwarder. No part of this agreement or any other agreement forbids or prevents direct communication between the importer or other party in interest and the Customs Broker.

If Grantor is a Corporation, the signatory certifies he/she has full authority to execute this instrument on behalf of Grantor (President, Treasurer, Vice President, Secretary, CEO, CFO, CIO, COO). If Grantor is a Limited Liability Company, the signatory certifies he/she has full authority to execute this instrument on behalf of Grantor and shall state the names of all members and/or directors on a separate addendum to this document. If the Grantor is a General partnership, the signatory certifies he/she has full authority to execute this instrument on behalf of Grantor and shall state the names of all members of the partnership on a separate addendum to this document. If the Grantor is a Limited Partnership, the signatory certifies that he/she has full authority to execute this instrument on behalf of Grantor and shall state the names of the general partners who have authority to execute this instrument on behalf of Grantor on a separate addendum to this document. The signatory shall also provide a copy of the limited partnership agreement with this instrument.

Appointment as Forwarding Agent: Grantor authorizes the above grantee to act within the territory as lawful agent and sign or endorse export documents (i.e., commercial invoices, bills of lading, insurance certificates, drafts and any other document) necessary for the completion of an export on grantor’s behalf as may be required under law and regulation in the territory and to appoint forwarding agent’s on grantor’s behalf;

Grantor hereby acknowledges receipt of terms and conditions of Service.

IN WITNESS WHEREOF, the said (5) _____

Has caused these presents to be sealed and signed: (Signature) (6) _____

(Print) _____, Capacity_(7) _____

Date (8) _____

WITNESS: _____

(Corporate seal)

Customs Rules on Discharge of Importer’s Liability for Duties

The U S Customs Service has issued regulations to provide an alternative procedure for an importer of record to pay duties on imported merchandise through a licensed customhouse broker. Present rules provide for the payment of duties to Customs by a broker on behalf of the importer. Under the alternative procedure, the importer may elect to submit to the broker a separate check or bank draft for the duties, payable to the “U.S. Customs Service”. The broker would then deliver the importers check or bank draft to Customs. The rules also require brokers to provide written notification to their clients, advising that if the client is an importer of record, payment to the broker will not relieve the client of liability for Customs charges in the event that the charges are not paid by the broker. Brokers will be required to provide this notification to all active clients annually during the month of February. Additionally, brokers will be required to provide such information on a power of attorney executed on or after the effective date of the new rule. The new rule is effective September 27, 1982.

Instructions for completing Customs Power of Attorney

- 1) Check the appropriate box.
- 2) Enter the IRS# of the company or SS#.
- 3) Fill in the legal name of the Corporation, LLC, Partnership (All names of Partnership must be listed), Sole Proprietor, or Individual that will be Importer of Record.
- 4) Write the DBA (doing business as) name.
- 5) State which you are registered in.
- 6) Fill in complete business address.
- 8) Signature of the Officer of the Corporations, an employee of the Corporation Authorized Signatory of a Partnership or LLC as listed on partnership agreement or articles or organization.
- 9) Printed name of officer in #8
- 10) Capacity or title of officer signing the Power of Attorney (Treasurer, CEO, Secretary, etc.)
- 11) Date Power of Attorney is signed.
- 12) Someone who may verify the Capacity of the Officer Signing the Power of Attorney.