



# **BROKER SHIPPER** **PACKETS** **2023**

**(561)-446-1789**  
**[jctruckgroup@gmail.com](mailto:jctruckgroup@gmail.com)**  
**[www.jctruckonline.com](http://www.jctruckonline.com)**  
**Boynton Beach Fl**  
**33435**



## **BROKER/SHIPPER TRANSPORTATION AGREEMENT**

THIS AGREEMENT, "Agreement", made and intended to be effective this \_\_\_\_day of \_\_\_\_\_ by and between JCTruck Group llc having offices at Boynton Beach Fl 33435, 2311 NE 4TH CT (BROKER), and \_\_\_\_\_ having offices at \_\_\_\_\_ (SHIPPER), collectively, the "PARTIES".

### **RECITALS**

A. **WHEREAS** BROKER is licensed as a Property Broker by the Federal Motor Carrier Safety Administration (FMCSA) in Docket Number MC-1559898, or by appropriate State agencies, and as a licensed broker, arranges for freight transportation. A copy of BROKER's authority attached as Appendix A and a copy of BROKER's Surety Bond or trust fund agreement is attached as Appendix B; and

B. **WHEREAS** SHIPPER, to satisfy some of its transportation needs, desires to utilize the services of BROKER to arrange for transportation of SHIPPER's freight.

NOW THEREFORE, intending to be legally bound, BROKER and SHIPPER agree as follows:

### **AGREEMENT**

1. **TERM.** Subject to paragraph 11, the term of this Agreement shall be one (1) year, commencing on the date first mentioned above, and shall automatically renew for successive one year periods; provided, however, that either Party may terminate this Agreement on 30 days written notice to the other Party, with or without cause, or as otherwise provided in this Agreement.

2. **SERVICE.** BROKER agrees to arrange for transportation of SHIPPER's freight pursuant to the terms and conditions of this Agreement and in compliance in all material respects with all federal, state and local laws and regulations relating to the brokerage of the freight covered by this Agreement. BROKER's responsibility under this Agreement shall be limited to arranging for, but not actually performing, transportation of SHIPPER's freight. The PARTIES may, upon written mutual agreement, include additional service terms to be attached as Appendix D.





**3. VOLUME.**

- A. SHIPPER agrees to tender a minimum of three (3) shipments per year to BROKER, and BROKER agrees to arrange for the transportation of said shipments, as well as any other shipments offered by SHIPPER. Shipper is not restricted from tendering freight to other brokers, or directly to motor carriers. BROKER is not restricted from arranging transportation for other parties.
- B. SHIPPER shall be responsible to BROKER for timely and accurate delivery instructions and description of the cargo, including any special handling requirements, for any shipment.

3. **FREIGHT CARRIAGE.** BROKER warrants that it has entered into, or will enter into, bilateral contracts with each carrier it utilizes in the performance of this Agreement. BROKER further warrants that those contracts comply with all applicable federal and state regulations and shall include the following provisions:

- A. Carrier shall agree to defend, indemnify and hold BROKER and SHIPPER harmless from all damages, claims or losses arising out of its performance of the Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death.
- B. Carrier shall agree that its liability for cargo loss or damage shall be no less than that of a Common Carrier as provided for in 49 USC 14706 (the Carmack Amendment). Exclusions in Carrier's insurance coverage shall not exonerate Carrier from this liability.

For shipments outside of the United States the terms in Foreign Shipments Appendix D of this Agreement shall apply.





D. Carrier shall agree that the provisions contained in 49 CFR 370.1 et seq. shall govern the processing of claims for loss, damage, injury or delay to property and the processing of salvage.

E. Carrier shall authorize BROKER to invoice SHIPPER for services provided by the Carrier. Carrier shall further agree that BROKER is the sole party responsible for payment of its invoices and that, under no circumstance, will Carrier seek payment from the shipper, consignee or BROKER's customer.

F. Carrier shall agree that, at no time during the term of its contract with BROKER, shall it have an "Unsatisfactory" safety rating as determined by the Federal Motor Carrier Safety Administration (FMCSA). If Carrier receives an Unsatisfactory safety rating, it shall immediately notify BROKER. BROKER shall not knowingly utilize any carrier with an Unsatisfactory safety rating in the performance of this Agreement.

G. Carrier shall agree that the terms and conditions of its contract with BROKER shall apply on all shipments it handles for BROKER. Any terms in a tariff that are referenced in the carrier contract which are inconsistent with the contract shall be subordinate to the terms of the contract

H. Carrier shall expressly waive all rights and remedies under Title 49 U.S.C., Subtitle IV, Part B to the extent they conflict with the contract.

I. BROKER further warrants it will require proof of insurance and operating authority from each Carrier and, should BROKER utilize the services of any Carrier or other broker on SHIPPER's behalf, which Carrier and/or broker does not have proof of insurance and/or operating authority, BROKER agrees to indemnify and hold harmless SHIPPER from all legitimate claims not paid by Carrier, including but not limited to cargo loss and damage claims.

4. **RECEIPTS AND BILLS OF LADING.** If requested by SHIPPER, BROKER agrees to provide SHIPPER with proof of acceptance and delivery of such loads in the form of a signed Bill of Lading or Proof of Delivery, as specified by SHIPPER. SHIPPER's insertion of BROKER's name on the bill of lading shall be for SHIPPER convenience only and shall not change BROKER's status as a property broker. The terms and conditions of any freight documentation used by BROKER or carrier selected by BROKER may not supplement, alter, or modify the terms of this Agreement.

6. **PAYMENTS.** BROKER shall invoice SHIPPER for its services in accordance with the rates, charges and provisions set forth in Appendix C, attached, and any written

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supplements or revisions that are mutually agreed to between the PARTIES. If rates are negotiated between the PARTIES and not otherwise confirmed in writing, such rates shall be considered "written," and shall be binding, upon BROKER's invoice to SHIPPER and SHIPPER's payment to BROKER. SHIPPER agrees to pay BROKER's invoice within \_\_\_\_ days of invoice date without deduction or setoff. BROKER shall apply payment to the amount due for the specified invoice, regardless whether there are earlier unpaid invoices. Payment of the freight charges to BROKER shall relieve SHIPPER, Consignee or other responsible party of any liability to the carrier for non-payment of its freight charges; and BROKER hereby covenants and agrees to indemnify SHIPPER, Consignee or other responsible party against such liability.

## 7. CLAIMS.

A. **Freight Claims:** SHIPPER must file claims for cargo loss or damage with BROKER within one hundred eighty (180) days from the date of such loss, shortage or damage, which for purposes of the Agreement shall be the delivery date or, in the event of non-delivery, the scheduled delivery date. SHIPPER must file any civil action against BROKER in a Court of Law within two (2) years from the date the carrier or BROKER provides written notice to SHIPPER that the carrier has disallowed any part of the claim in the notice. Carriers utilized by BROKER shall agree in writing with BROKER to be liable for cargo loss or damage as outlined in paragraph 4.b above. The carriers' cargo liability for any one shipment shall not exceed \$\_\_\_\_\_, unless BROKER is notified by SHIPPER of the increased value prior to shipment pickup and with reasonable advance notice to allow BROKER and/or the carrier to procure additional insurance coverage. It is understood and agreed that the BROKER is not a Carrier and that the BROKER shall not be held liable for loss, damage or delay in the transportation of SHIPPER's property unless caused by BROKER's negligent acts or omissions in the performance of this Agreement. BROKER shall assist SHIPPER in the filing and/or processing of claims with the Carrier. If payment of claim is made by BROKER to SHIPPER, SHIPPER automatically assigns its rights and interest in the claim to BROKER so as to allow BROKER to subrogate its loss. In no event shall BROKER or BROKER's Carrier be liable to SHIPPER or anyone else for special, incidental, or consequential damages that relate to loss, damage or delay to a shipment, unless SHIPPER has informed BROKER in written or electronic form, prior to or when tendering a shipment or series of shipments to BROKER, of the potential nature, type and approximate value

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of such damages, and BROKER specifically agrees in written or electronic form to accept responsibility for such damages.

B. **All Other Claims**: The PARTIES shall notify each other within sixty (60) days of learning of any claims other than cargo loss or damage claims, and shall file any such claims with the other Party within one hundred eighty (180) days from the date of notice. Civil action, if any, shall be commenced in a Court of Law within two (2) years from the date either Party provides written notice to the other Party of such a claim.

9. **SURETY BOND**. BROKER shall maintain a surety bond or trust fund agreement as required by the Federal Motor Carrier Safety Administration in the amount of \$75,000 and furnish SHIPPER with proof upon request.

10. **HAZARDOUS MATERIALS**. SHIPPER and BROKER shall comply with all applicable laws and regulations relating to the transportation of hazardous materials as defined in 49 CFR § 172.800 and §173 et seq. to the extent that any shipments constitute hazardous materials. SHIPPER is obligated to inform BROKER immediately if any such shipments do constitute hazardous materials. SHIPPER shall defend, indemnify and hold BROKER harmless from any penalties or liability of any kind, including reasonable attorney fees, arising out of SHIPPER's failure to comply with applicable hazardous materials laws and regulations.

11. **DEFAULT**. Both parties will discuss any perceived deficiency in performance and will promptly endeavor to resolve all disputes in good faith. However, if either party partially fails to perform its duties under this Agreement, the party claiming default may terminate this Agreement on 10 (ten) days written notice to the other Party. SHIPPER shall be responsible to pay BROKER for any services performed prior to the termination of this Agreement and for shipments not yet completed and/or not yet invoiced to SHIPPER.





12. **INDEMNIFICATION.** Subject to the insurance limits in Section 8, BROKER and SHIPPER shall defend, indemnify and hold each other harmless against any claims, actions or damages, including, but not limited to, cargo loss, damage, or delay, and payment of rates and/or accessorial charges to Carriers, arising out of their respective performances under this Agreement, provided, however, the indemnified party shall not offer settlement in any such claim without the agreement of the indemnifying party which agreement shall not be unreasonably withheld. If the indemnified party offers or agrees to a settlement for such a claim without the written agreement of the indemnifying party, the indemnifying party shall be relieved of its indemnification obligation. Neither party shall be liable to the other party for any claims, actions or damages due to the negligence of the other party. Although Section 8 only imposes insurance requirements upon BROKER, for purpose of this Section 12, those amounts also shall limit the scope of SHIPPER's indemnification obligations. The obligation to defend shall include all costs of defense as they accrue.

13. **ASSIGNMENT/MODIFICATIONS OF AGREEMENT.** Neither party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other party. No amendment or modification of the terms of this Agreement shall be binding unless in writing and signed by the PARTIES.

14. **INDEPENDENT CONTRACTOR.** It is understood between BROKER and SHIPPER, that BROKER is not an agent for the Carrier or SHIPPER and shall remain at all times an independent contractor. SHIPPER does not exercise or retain any control or supervision over BROKER, its operations, employees, or carriers.

16. **NONWAIVER.** Failure of either party to insist upon performance of any of the terms, conditions or provisions of this Agreement, or to exercise any right or privilege herein, or the waiver of any breach of any of the terms, conditions or provisions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, provisions, rights or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

17. **NOTICES.** Unless the PARTIES notify each other in writing of a change of address, any and all notices required or permitted to be given under this Agreement shall be in writing (or fax with machine imprint on paper acknowledging successful transmission) and shall be addressed. j

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18. **CONFIDENTIALITY.** BROKER shall not utilize SHIPPER's name or identity in any advertising or promotional communications without written confirmation of SHIPPER's consent and the PARTIES shall not publish, use or disclose the contents or existence of this Agreement except as necessary to conduct their its operations pursuant to this Agreement. BROKER will require its carriers and/or other brokers to comply with this confidentiality clause.

19. **ENTIRE AGREEMENT:** This Agreement, including all Appendices and Addenda, constitutes the entire agreement intended by and between the PARTIES and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof. Any modifications to this model contract, as published and copyrighted by TIA/NITL, shall be highlighted or italicized and initialed by both PARTIES to be valid.

**IN WITNESS WHEREOF,** the PARTIES hereto have caused this Agreement to be executed in their respective names by their fully-authorized representatives as of the dates first above written.

BROKER

SHIPPER

\_\_\_\_\_

\_\_\_\_\_

Signed Signed

\_\_\_\_\_

\_\_\_\_\_

Printed

Printed

\_\_\_\_\_

\_\_\_\_\_

Title

Title







## SHIPPER CREDIT APPLICATION

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Billing Address (if different): \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ email \_\_\_\_\_

Shipping Contact \_\_\_\_\_ Shipping Email \_\_\_\_\_

Payable Contact \_\_\_\_\_ Payable Email \_\_\_\_\_

Special Billing Requirements \_\_\_\_\_

Year Established \_\_\_\_\_ Federal Tax ID# \_\_\_\_\_ DUNS# \_\_\_\_\_

Business Structure (circle one)    Corp.    Partnership    Sole Prop.    LLC

### **BANK INFORMATION**

Name of Bank \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Account Numbers \_\_\_\_\_

### **THREE CARRIER/VENDERREFERENCES**

Carrier \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Carrier \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Carrier \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_





U.S. Department of Transportation  
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.  
Washington, DC 20590

**SERVICE DATE**  
**August 11, 2023**

**LICENSE**

**MC-1559898-B**

U.S. DOT No. 4093438  
JCTRUCK GROUP LLC  
BOYNTON BEACH, FL

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods)** by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in blue ink that reads "Jeffrey L. Secrist".

Jeffrey L. Secrist, Division Chief  
Office of Registration

BPO



USDOT Number: \_\_\_\_\_ Date Received: \_\_\_\_\_

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.



Bond Number: 5184794  
MC# and/or FF#: 1559898

Broker's or Freight Forwarder's Surety Bond under 49 U.S.C. 13906

# FORM BMC-84

KNOW ALL MEN BY THESE PRESENTS, that we, JCTRUCK GROUP LLC  
(Name of Broker or Freight Forwarder)  
of 2311 NE 4TH CT BOYNTON BEACH Florida 33435  
(Street) (City) (State) (Zip)  
as PRINCIPAL (hereinafter called Principal), and Great American 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 Ohio (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 forthwith of all suits filed, judgements rendered, and payments made by said Surety under this bond.

This bond is effective the 08th day of August, 2023, 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.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 08th day of August, 2023.

**PRINCIPAL**

JCTRUCK GROUP LLC  
 COMPANY NAME

2311 NE 4TH CT BOYNTON BEACH  
 STREET ADDRESS CITY

Florida 33435 (561) 446-1789  
 STATE ZIP CODE TELEPHONE NUMBER

\_\_\_\_\_  
*(type or print Principal officer's name and title)*

\_\_\_\_\_  
*(Principal officer's signature)*

\_\_\_\_\_  
*(type or print witness's name)*

\_\_\_\_\_  
*(witness's signature)*


**SURETY**

Great American Insurance Company  
 COMPANY NAME

301 E 4th Street CINCINNATI  
 STREET ADDRESS CITY

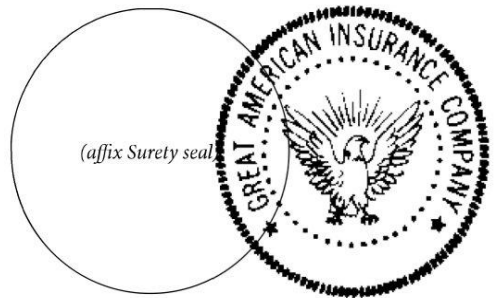
Ohio 45202 (215) 766-1990  
 STATE ZIP CODE TELEPHONE NUMBER

John D. Weisbrot , Attorney-in-Fact  
 (type or print Principal officer's name and title)

  
 (Principal officer's signature)

\_\_\_\_\_  
 (type or print witness's name)

\_\_\_\_\_  
 (witness's signature)



Filings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.

**GREAT AMERICAN INSURANCE COMPANY®**

**Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by this power of attorney is not more than **THREE**

No. 0 21243

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JOHN D. WEISBROT	ALL OF	ALL
MELISSA L. MCDADE	PIPERSVILLE, PENNSYLVANIA	\$10,000,000
STEVEN M. VARGA		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 19TH day of OCTOBER, 2020



*Stephen C. Beraha*  
Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

*Mark V. Vicario*  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 19TH day of OCTOBER, 2020

MARK VICARIO (877-377-2405)

before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**SUSAN A KOHORST**  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 07th day of August, 2023



*Stephen C. Beraha*



Great American Insurance Group Tower  
301 E. Fourth St.  
Cincinnati, OH 45202

**GREAT AMERICAN INSURANCE COMPANY**

**STATEMENT OF ASSETS, LIABILITIES AND CAPITAL & SURPLUS  
AS OF DECEMBER 31, 2022**

ADMITTED ASSETS		LIABILITIES, CAPITAL AND SURPLUS	
Bonds.....	\$ 5,473,101,482	Unpaid losses and loss expenses.....	\$ 5,396,173,107
Stocks.....	1,291,825,478	Reserve for underwriting expenses.....	394,981,321
Mortgage loans on real estate.....	747,159,419	Reserve for unearned premiums.....	1,852,967,836
Real estate (net of encumbrances).....	2,157,159	Ceded reinsurance premiums payable.....	196,030,365
Cash and short-term investments.....	281,542,115	Funds held under reinsurance treaties.....	765,518,543
Other invested assets.....	2,065,262,544	Provision for reinsurance.....	49,361,400
Receivable for securities.....	909,672	Retroactive reinsurance ceded.....	(68,612,054)
Investment income due and accrued.....	47,500,889	Other liabilities.....	184,945,627
Agents' and premium balances.....	798,036,114	Total liabilities.....	8,771,366,145
Reinsurance recoverable on loss payments.....	160,244,314		
Federal income taxes.....	18,043,725	Capital stock.....	\$ 15,440,600
Net deferred tax asset.....	61,034,209	Paid in surplus.....	895,823,901
Receivable from affiliates.....	12,299,832	Special surplus funds.....	58,365,100
Receivable from Federal Crop Insurance Corporation.....	644,298,925	Unassigned funds.....	2,190,373,926
Company owned life insurance.....	202,710,992	Policyholders' surplus.....	3,160,003,527
Funds held as collateral.....	57,086,887		
Funded deductibles.....	25,791,907		
Other admitted assets.....	42,364,009		
<b>Total.....</b>	<b>\$ 11,931,369,672</b>	<b>Total.....</b>	<b>\$ 11,931,369,672</b>

Securities have been valued on the basis prescribed by the National Association of Insurance Commissioners.

STATE OF OHIO

COUNTY OF HAMILTON

Robert J. Schwartz, Vice President and Controller, and Stephen Beraha, Assistant Vice President and Assistant Secretary, being duly sworn, each for himself deposes and says that they are the above described officers of the Great American Insurance Company of Cincinnati, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety by virtue of the laws of the State of Ohio and has duly complied with all the requirements of the laws of said state applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under Public Law 97-258 enacted September 13, 1982 (96 Stat. 1047 as amended: 31 U.S.C. 9304-9308); that to the best of their knowledge and belief the above statement is a full, true and correct Statement of the Assets, Liabilities and Capital & Surplus of the said Company as of December 31, 2022.

Subscribed and sworn to before me

this 28th day of February, 2023.

*Holly M Clayton*  
Public Notary

**HOLLY M. CLAYTON**  
Notary Public, State of Ohio  
My Commission Expires April 28, 2025



*Robert J. Schwartz*  
Controller  
*Stephen Beraha*  
Assistant Secretary



August 18, 2023

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0  
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Attention: Accounts Payable Manager

**Notice of Assignment and Sale of Accounts**

Ladies and Gentlemen:

JCTruck Group, LLC (MC # 1559898) has obtained the services of G Squared Funding, LLC as a partner in processing accounts receivable and as an additional source of working capital. This allows JCTruck Group, LLC to better service their clientele and continue to grow and to accommodate the changes that growth brings.

Please be advised that JCTruck Group, LLC has assigned all of its present and future payments that are or will become due on their accounts to G Squared Funding, LLC under the Uniform Commercial Code. To the extent that you are now indebted or may in the future become indebted to JCTruck Group, LLC on an account or general intangible, payment thereof must be made to US and NOT to JCTruck Group, LLC or any other entity. PAYMENT MADE IN ANY OTHER WAY WILL NOT DISCHARGE THIS OBLIGATION. Accordingly, you are hereafter directed to make all future payments as follows:

**PAYMENT VIA MAIL**

G SQUARED FUNDING, LLC  
8215 ROSWELL RD, BLD 600  
SANDY SPRINGS, GA 30350  
FBO: JCTRUCK GROUP, LLC

**ELECTRONIC PAYMENTS**

SUNTRUST BANK  
ABA: 061000104  
ACCOUNT NO: 1000246954662  
FOR FURTHER CREDIT TO: G SQUARED  
FUNDING, LLC

**EMAIL REMITTANCE NOTIFICATION ADDRESS: REMITTANCE@GSQUAREDFUNDING.COM**

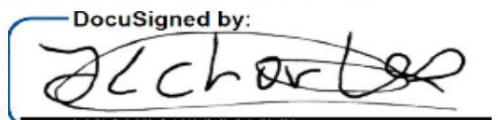
Please make the proper notations in your records. This notice and the instructions herein will remain in full force and effect until you are notified to the contrary in writing by an officer of **G Squared Funding, LLC**. **No other party may rescind this letter.**

Should you have any questions, please call **G Squared Funding, LLC** at **888-942-7253**.

Sincerely,  
**G Squared Funding, LLC**

By:   
Title: \_\_\_\_\_ MEMBER \_\_\_\_\_

Sincerely,  
**JCTruck Group, LLC (MC # 1559898)**

DocuSigned by:  
  
By: \_\_\_\_\_  
Co. Representative: Louis Charles Jephthe