ADM-carrier AGREEMENT

This ADM-Carrier Agreement (“Agreement”) is dated \_\_\_\_\_\_\_\_\_, 20\_\_ and is between Archer-Daniels-Midland Company, its wholly owned divisions, subsidiaries, and affiliates (“ADM”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Carrier”).

Carrier is motor carrier authorized by the Federal Motor Carrier Safety Administration (“FMCSA”), DOT number\_\_\_\_\_\_\_\_\_\_ / MC number \_\_\_\_\_\_\_\_\_\_, to provide transportation of general commodities and other products.

ADM, when acting as either a shipper or a broker, to satisfy some of its transportation needs, desires to use Carrier to transport general commodities and other products.

The parties enter into this Agreement in accordance with 49 U.S.C. §14101(b)(1) and expressly waive any and all rights and remedies that each may have under 49 U.S.C. §13101 through §14914 that are contrary to the specific provisions of this Agreement and agree as follows:

# Description of Services. During the term of this Agreement, ADM agrees to tender to Carrier on a non-exclusive basis, and Carrier agrees to accept from ADM, shipments consisting of general commodities or other products (“Goods”) for transport between points within the United States. Carrier acknowledges that, unless otherwise specified in writing by ADM, the Goods are grain, human or animal food, food ingredients, and/or food products regulated by the Federal Food, Drug and Cosmetic Act, 21 U.S.C. §301, *et seq*., as amended (“FD&C Act”), and shall be handled by Carrier accordingly. Carrier will, using due care: pick-up the Goods that are tendered by ADM to Carrier, as and when requested; transport the Goods in a timely manner; and deliver the Goods in good order and condition (“Services”). Every shipment tendered to Carrier by ADM on or after the date of this Agreement, and all Services provided by Carrier, will be subject to the terms of this Agreement.

# Carrier’s Operating Authority. Carrier represents and warrants that it is duly and legally qualified to provide, as a motor carrier, the Services specified herein. Carrier is obligated to notify ADM in writing immediately if its carrier operating authority is revoked, suspended, or rendered inactive for any reason and will cease providing Services until its carrier operating authority is restored. Carrier further represents and warrants that it does not have an “unsatisfactory” safety rating issued by the FMCSA, U.S. Department of Transportation, or a substantially equivalent rating under the Carrier Safety Measurement System implemented under the Compliance, Safety, Accountability (“CSA”) program. Carrier is obligated to notify ADM in writing immediately if its safety rating is changed to “conditional” or “unsatisfactory” or a substantially equivalent rating under the CSA program.

# Carrier’s Operating Responsibilities.

## Carrier must provide Services in a safe and prudent manner and in compliance with instructions provided by ADM and all applicable federal, provincial, state and local statutes, ordinances, rules, and regulations, including, but not limited to, those pertaining to: the proper qualification, screening, and licensing of drivers; hours of service; maintenance and safe operation of equipment; transportation and handling of Hazard Materials (as defined in 49 U.S.C. §5102); security; owner-operator leases; loading and securement of freight; controlled substance and alcohol use testing; insurance and workers’ compensation requirements; food safety; the safe and secure transportation of human and animal food, including, but not limited to, the Food Safety Modernization Act (21 U.S.C. §2201, *et seq*.), the FD&C Act, the Sanitary Food Transportation Act (49 U.S.C. §5701 *et seq*.), and the U.S. Food and Drug Administration’s Final Rule on the Sanitary Transportation of Human and Animal Food (21 C.F.R. § 1.900 *et seq*.), collectively and as amended now or in the future (the “Food Safety Laws”). Carrier agrees that Goods that have been transported or offered for transport under conditions that are not in compliance with the instructions as provided by ADM to Carrier may be considered adulterated or unsafe under the FD&C Act and that such shipments may be refused by the consignee or receiver.

## Carrier agrees to transport safely, promptly, and efficiently, all shipments tendered to it by ADM or other parties on behalf of ADM. Carrier must not violate any law, rule, or regulation pertaining to highway or motor vehicle safety in order to make timely delivery of a shipment. By acceptance of Goods, Carrier warrants that it will assign to perform the Services a driver who has sufficient time remaining under the Hours of Service Rules to complete the duties assigned by the Carrier.

## Carrier is responsible for the procurement and operation of the vehicles it uses and the employment, training, supervision and control of the drivers and any helpers. Carrier shall ensure that all drivers utilized by Carrier to transport Goods will comply with Carriers’ obligations under this Agreement with respect to the performance of the Services. Carrier is responsible for safe and lawful operation of the vehicles used in the performance of the Services and will assume all costs, expenses, and liabilities incident to or arising out of furnishing, maintaining, repairing, or operating motor vehicles and other equipment, labor, fuel, supplies, and insurance.

## When required by and as specified in ADM’s instructions, Carrier must pre-cool mechanically refrigerated cold storage compartments before offering equipment with auxiliary refrigeration units for transportation of Goods requiring temperature control. If requested, Carrier will provide the following relative to each shipment:

### Documentation of the operating temperature maintained during Services;

### Documentation that Carrier has written processes for maintaining product food safety and complying with Food Safety Laws, including maintenance of the requisite temperature control, cleaning, sanitizing, and inspecting equipment and that it has followed those written processes;

### Documentation of transportation traceability, including information regarding:

#### Previous cargo hauled in bulk or in other equipment;

#### Maintenance and intervening cleaning procedures for docks and equipment associated with providing the Services; and

#### Appropriate training processes for each person under Carrier’s supervision or control involved in providing Services.

### Documentation that the Goods have been transported under sanitary conditions that will protect against excessive temperature fluctuations and any physical, chemical, or microbial contamination or other adulteration.

## If shipments are transported in bulk, Carrier must provide a clean trailer that is free from conditions that could result in adulteration or contamination of the Goods. Any comingling of Goods with any other product within the trailer is prohibited. Upon ADM’s request, Carrier shall provide documentation evidencing up to the four prior loads that have been hauled in the trailer prior to loading the Goods. ADM may, in its sole discretion, require a wash certification evidencing the trailer has been washed prior to loading the Goods. In the event Carrier fails to provide ADM with the appropriate documentation, ADM may refuse the trailer and Carrier shall be responsible for providing a trailer that meets the requirements provided in this Agreement. Additionally, the bill of lading or other shipping document used for movement of the commodity in bulk will contain the following information: (i) Name of product and suppliers code; (ii) Lot and batch number and plant identification; (iii) Net contents and weight; (iv) Name of supplier; (v) Manufactured date; (vi) ADM specification number; and (vii) any other information identified by ADM.

## Carrier will accept instruction for changes in delivery place or time from only ADM. If Carrier accepts change instructions from entities other than ADM, Carrier does so at its own risk, will be in breach of this Agreement and will forfeit its right to compensation for shipment of the Goods.

## Carrier must notify ADM promptly by telephone of any accident, theft or other occurrence that could impair the safety of, could result in the adulteration of, or delays the delivery of, Goods subject to this Agreement.

(h) Carrier must maintain all documentation and records related to the transport of shipments subject to this Agreement, including those documenting the safe and sanitary transportation of food, during the term of this Agreement and for a period of at least twelve (12) months after termination or expiration of this Agreement, but not for a period of less than two (2) years following delivery of the Goods.

(i) To the extent any Goods are transported within the State of California, Carrier warrants that all 53 foot trailers, including both dry-van and refrigerated equipment it operates and the Heavy-Duty Tractors that haul them within California under this Agreement are in compliance with the California Air Resources Board (ARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations and that all refrigerated equipment it operates within California under this Agreement is in full compliance with the California ARB Transportation Refrigeration Unit (TRU) Airborne Toxic Control Measure (ATCM) in-use regulations.

# Independent Contractor Relationship. Carrier will perform the Services as an independent contractor and neither its employees nor agents will be deemed to be employees or agents of ADM. No authority has been conferred upon Carrier by ADM to hire any persons on behalf of ADM, and Carrier assumes full responsibility for selecting, engaging, and discharging its employees, agents, servants or helpers and for otherwise directing and controlling their services. Carrier assumes full responsibility for complying with all applicable laws and regulations for the benefit of its employees and under no circumstances will ADM be liable for the debts or obligations of Carrier for the wages, salaries, or benefits of Carrier’s employees.

# Receipts. Each shipment will be evidenced by a written form initiated by the consignor at the point of origin of the shipment and will be legibly signed by the Carrier showing the kind and quantity of the commodity received at the loading point(s) specified. Such form will be evidence of receipt of such commodities by Carrier in apparent good order and condition or as may be otherwise noted on the face of such form. All such documents must show the actual consignor and consignee. ADM must appear in the “Bill to” of “Special Instructions” section of the shipping document. Upon acceptance of the shipment, Carrier will assume liability for the cargo until proper delivery is made to the designated consignee. Carrier must obtain a delivery receipt signed by the consignee at the time of delivery showing the kind, quantity, and condition of the commodity delivered at the specified destination and the time of delivery. Absence or loss of any such documents will not relieve the Carrier of responsibility for freight accepted by it. If a bill of lading is issued for any shipment, its purpose will be only to evidence the receipt of the cargo. Any terms and conditions on a bill of lading or receipt or purportedly incorporated therein will be null and void.

# No Substituted Services and Diversion/Reconsignment. Effective upon acceptance of a shipment from ADM for the ADM’s customer’s account, Carrier must perform the Services itself and must not subcontract the load to another motor carrier or tender it to a property broker. If Carrier breaches this provision, ADM will have the right to pay monies it owes Carrier directly to the delivering carrier, in lieu of payment to Carrier. Carrier will not have any right to, in any way, negate, eliminate, circumvent, or alleviate Carrier’s liability to ADM or ADM’s customer. Carrier must not allow the diversion or reconsignment of any shipment except upon written instructions by ADM or ADM’s customer. Carrier must not accept instructions for diversion or reconsignment by any consignee or third party without the written consent of ADM or ADM’s customer.

# Rates. Carrier agrees to transport Goods tendered by ADM at the rates and charges as set forth in ADM’s “Load and Rate Confirmation,” which must be signed by Carrier and transmitted by Carrier to ADM by facsimile (or other electronic means) for each shipment accepted by Carrier under this Agreement. Carrier and ADM agree that no common carrier tariff rates, accessorial charges, rules, or regulations apply to any shipment tendered under this Agreement. No change in rates, charges, or rules will be effective unless mutually agreed to and confirmed in writing, signed by authorized representatives of both parties.

# Payment. Carrier authorizes ADM to invoice ADM’s customers for services provided by Carrier. Carrier agrees to invoice ADM, and only ADM, and acknowledges that ADM is the sole party responsible for payment of its invoices. Under no circumstance may Carrier seek payment from ADM’s customers, the consignor, any consignee, or any entity other than ADM. Payment of the freight charges by ADM to Carrier will relieve shipper, receiver, consignor, or consignee of any liability to the Carrier for non-payment of charges.

ADM agrees to pay Carrier for the transportation of Goods under this Agreement in accordance with the rates described herein, within sixty (60) days of receipt of Carrier’s uncontested invoice and signed delivery document covering such transportation.

# Freight Loss, Damage, and Delay.

## Carrier is liable to ADM and ADM’s customers for the actual loss of, damage to, or delay of ADM’s or its customers’ freight, according to the provisions of 49 U.S.C. §14706, subject to a maximum liability of $250,000.00 per shipment unless a higher degree of liability is specifically assumed in writing by an authorized representative of Carrier. No other limitation of liability, such as in a bill of lading or freight receipt, will apply, and the indemnity obligations of Section 13 of this Agreement shall apply to all other Losses, including all economic loss and consequential damages that are incurred by ADM or ADM's customers for any freight loss, damage, or delay. The parties waive 49 U.S.C. §14706 to the extent necessary to allow recovery for such additional Losses.

## Carrier agrees that seals applied to a container or trailer are not to be broken prior to delivery at destination without prior written consent from ADM. Carrier acknowledges and agrees that any failure to comply with this seal requirement will result in a conclusive presumption that the shipment was damaged in full by Carrier, except in the event that: (i) a governmental authority requires inspection of the container or trailer, (ii) such authority re-closes the container or trailer with a new security seal, and (iii) such authority appropriately documents such inspection and a new security seal on the transportation documents for the respective container or trailer.

## Carrier hereby waives any lien it may otherwise have on the Goods.

## Except as set forth below in this Subsection (d), Carrier agrees that the provisions contained in 49 CFR Part 370 govern the processing of claims for loss, damage, or delay to property and the processing of salvage.

(i) Carrier must immediately notify ADM of any delay, damage, broken seal, or shortage.

(ii) All claims for loss, damage, or delay must be concluded within thirty (30) days of receipt of claim by Carrier.

(iii) The determination regarding the salvageability of any damaged cargo will be determined by ADM in its sole discretion or its customer and Carrier will be liable for all costs and expenses associated with mitigation of damages including any inspection, storage, preparation of the cargo for reshipping, and the reshipping, if applicable. Such costs and expenses shall not be subject to the maximum identified in Section 9(a) of this Agreement.

(iv) Carrier must not sell, or attempt to sell, any Goods for salvage or otherwise without ADM’s prior written authorization, which authorization may be withheld in ADM’s sole discretion. For any damaged Goods that ADM permits Carrier to resell, ADM will have the right to remove all identifying marks and labels on such product.

# Term. The term of this Agreement will be for a period of one (1) year from the effective date shown above and will automatically renew a the end of the initial and subsequent terms for additional one (1) year periods unless terminated pursuant to Section 11 below.

# Termination. If either party refuses or fails to perform any duty or obligation under this Agreement, fails to comply with applicable laws or regulations, suffers impairment of its financial responsibility, or otherwise defaults in any way, the non-defaulting party will have the option, without prejudice to any other right or remedy, to terminate this Agreement upon three (3) business days advance written notice. Otherwise, either party may terminate this Agreement at any time without cause by giving thirty (30) calendar days prior written notice to the other party.

# Insurance. Carrier must procure and maintain at all times during the term of this Agreement, at its sole cost and expense, the following insurance in not less than the amount specified:

## General Liability Insurance, including contractual liability and protective liability coverage (consistent with the indemnity obligation herein) in a combined single limit of not less than $1,000,000.00 per occurrence. Such insurance shall be primary as to “Archer-Daniels-Midland Company and its subsidiaries and affiliates” for bodily injury (including, but not limited to, death) and property damage.

## Auto Liability Insurance insuring against liability for injury to persons, including injuries resulting in death, environmental damage, and loss or destruction of or physical damage to property, in a combined single limit of not less than $1,000,000.00 per occurrence. If Carrier transports Hazardous Materials, the insurance required pursuant to this Subparagraph must be at least $5,000,000.00 per occurrence. Such insurance shall apply to owned, non-owned, or rented vehicles and shall be primary as to “Archer-Daniels-Midland Company and its subsidiaries and affiliates” for bodily injury and property damage.

## Cargo Insurance in an amount not less than $20,000.00 per shipment. Such insurance policy must provide coverage to ADM, ADM’s customer or the owner and/or consignee for any loss, damage, or delay related to Goods transported under this Agreement. The coverage provided under the policy must not have any exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims.

## Workers’ Compensation and Employer Liability insurance with statutory limits for Workers’ Compensation and a $1,000,000 limit for Employer’s Liability. Any subrogation rights and indemnification rights and any and all liens related to Worker’s Compensation payment shall be waived as to any claim or suit by anyone against ADM or its subsidiaries and affiliates, and Carrier’s Worker’s Compensation Insurance shall specifically provide for said waiver, unless specifically prohibited by applicable law.

(e) Umbrella Liability Coverage for bodily injury (including, but not limited to, death) and property damage, as necessary, to raise the limits of liability coverage to the amounts provided in Subsections (a), (b), (c), and (d) of this Section.

(f) Pollution Liability and Environmental Impairment Liability Insurance per the terms of the common pollution coverage endorsements for all vehicles of $5,000,000. This insurance shall only be required if Carrier transports or disposes regulated hazardous waste transportation as part of their Services.

Carrier shall cause the policies identified in Subsections (a), (e) and (f) of this Section to name as additional insureds “Archer-Daniels-Midland Company and its subsidiaries and affiliates” with respect to operations and for claims to which this Agreement is applicable, regardless of the negligence or other fault of ADM or its subsidiaries and affiliates.

All insurance provided for and obtained under this Agreement shall be issued by a company rated A- or better by A.M. Best Company or a comparable rating by another generally accepted rating company. All insurance provided for and obtained under this Agreement shall be issued on an occurrence basis, and Carrier shall be required to keep such coverage for a period of one year following the termination of this Agreement. Such insurance shall be primary to any insurance that ADM or its subsidiaries and affiliates has or may have covering the matters outlined, and shall be non-contributory as to ADM’s and its subsidiaries’ and affiliates’ other coverage. ADM’s and its subsidiaries’ and affiliates’ insurance coverage shall be considered excess or secondary.

Upon request, Carrier will require that its insurer provide ADM with a certificate of insurance.

If Carrier’s insurance is threatened to be, or is, terminated, cancelled, suspended, reduced, or revoked, Carrier must immediately notify ADM. Carrier must cause its insurance broker or carrier to provide ADM certificates or other evidence of the foregoing insurance coverages prior to commencing Services under this Agreement.

# Indemnification. Carrier shall defend, indemnify and hold harmless ADM and ADM’s customers, their respective officers, directors, employees, agents, representatives, vendors and customers against any and all claims, demands, actions, causes of action and/or liabilities (actual, potential, threatened or pending) judgments, fines, penalties, orders, decrees, awards, costs, expenses, including attorneys’ fees, settlements and claims (“Losses”) on account of:

## Loss or damage to property (other than cargo that is subject to Section 9 of this Agreement), or personal injury, including death, which may be sustained by the parties, their employees or third parties, arising out of or in connection with Carrier’s performance or nonperformance of the Services set forth herein;

## Carrier’s breach of this Agreement or any of its representations, warranties and/or covenants in this Agreement;

## Carrier’s acts or omissions that cause Goods to become adulterated or unsafe, or result in pollution or damage to the environment;

## Carrier’s failure to comply with worker’s compensation requirements or any claim for worker’s compensation asserted against ADM or its customer by Carrier’s employees or their personal representatives; and

## Carrier’s use of non-compliant equipment under the California ARB TRU ACTM in-use regulations or any similar regulations imposed by the State of California or any other state regarding equipment.

This provision will not be construed in any circumstance to constitute an indemnification contrary to any law that prohibits indemnification against loss, liability, and cost or expenses incident thereto caused by the negligence of such indemnitee. Exclusions in Carrier’s insurance coverage(s) will not exonerate Carrier from this liability.

# Confidentiality.

# (a) As part of the business relationship between ADM and Carrier, Carrier may be in or come into possession of information or data that constitutes trade secrets, know-how, confidential information, marketing plans, pricing, or anything else otherwise considered proprietary or secret by ADM (“Confidential Information”). Carrier shall not disclose any of the Confidential Information to others, and may disclose the Confidential Information to only its officers or employees who reasonably require knowledge of the Confidential Information for the limited purpose described above, in which case such officers and employees shall only use the Confidential Information for such limited purpose. Carrier acknowledges that (i) the Confidential Information has substantial value to ADM and (ii) any unauthorized disclosure or use of such Confidential Information by Carrier will cause irreparable harm to ADM. Carrier shall use or allow such Confidential Information to be used only in a manner consistent with the terms and conditions of this Agreement. Carrier shall be completely responsible for maintaining the secrecy and confidentiality of the Confidential Information sent to or shared with Carrier in accordance with the terms of this Agreement and shall be responsible for the actions and activities of all of Carrier’s officers and employees working with or otherwise having access to the Confidential Information. Confidential Information shall be the sole property of ADM, and Carrier shall promptly return all such information to ADM upon ADM’s request.

# (b) Carrier agrees that ADM’s charges to its customers are confidential and need not be disclosed to Carrier. Carrier specifically waives any rights it may have under 49 CFR § 371.3.

# (c) If Carrier is required by law, governmental proceeding or court order, to produce the Confidential Information, Carrier may disclose such Confidential Information without liability hereunder; provided, however, before producing any Confidential Information, Carrier shall notify ADM promptly of any such proceeding or court order in order to provide ADM with a reasonable amount of time so that ADM may seek an appropriate protective order or other appropriate remedy or waive the Carrier’s compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that ADM grants a waiver hereunder, Carrier may furnish that portion of the Confidential Information that it is legally required by law to disclose and will reasonably cooperate with ADM’s efforts, at ADM’s expense, to obtain confidential treatment of the Confidential Information so furnished.

# (d) This obligation of confidentiality will remain in effect during the terms of the Agreement and for a period of two years following any termination.

# Non-Solicitation. Carrier agrees that during the term of this Agreement and for a period of two (2) years from the date of termination of this Agreement, that neither Carrier nor any employee, officer, director, agent or otherwise of Carrier, will directly or indirectly solicit traffic from any consignor, consignee, or customer of ADM where (a) the availability of such shipments first became known to Carrier as a result of ADM’s efforts; or (b) the shipments of the consignor, consignee, or customer of the ADM was first tendered to the Carrier by ADM.

In the event Carrier violates the terms of this Section and back-solicits ADM’s customers and obtains traffic from such customers, ADM is then entitled, for a period of twenty-four (24) months after the traffic first begins to move, to a commission from the Carrier of fifteen percent (15%) of the transportation charges or revenue received on the movement of traffic. Carrier understands and agrees that the provisions of the aforementioned covenant not to compete are reasonable as to scope, duration, and geographic area, in light of the mutual promises and other valuable consideration the parties have agreed to in this Agreement. Further, Carrier agrees that any violation of the covenant not to compete will cause irreparable injury to ADM, and that ADM will be entitled to a restraining order and an injunction to stop the back-solicitation of traffic.

# Force Majeure. The obligation of Carrier to furnish and of ADM to use the Services provided for in this Agreement will be suspended during the period in which either party is prevented from performing due to fire, flood, strikes, lockout, epidemic, accident, regulatory action, or other causes beyond its reasonable control. The party experiencing force majeure will notify the other party promptly and take all reasonable steps to eliminate the interruption and resume normal operations as soon as possible.

# Waiver / Enforceability. The waiver of a breach of any term or condition of this Agreement will not constitute the waiver of any other breach of the same or any other term. To be enforceable, a waiver must be in writing signed by a duly authorized representative of the waiving Party. The unenforceability of a provision of this Agreement or portion thereof will not affect the enforceability of any other provision of this Agreement or portion thereof.

# Entire Agreement / Severability. This Agreement, together with any Appendices hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements. If any of the provisions of this Agreement are found or deemed by a court to be invalid or unenforceable, they shall be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.

# Governing Law. This Agreement is to be construed according to federal law governing transportation and the laws of the State of Illinois and the parties hereby stipulate the exclusive jurisdiction of the courts situated in Illinois, over any litigation between the parties arising hereunder, except that the case may be removed to the appropriate Federal Court in Illinois. If any part of this Agreement is determined to be contrary to law, such determination will not affect the validity of any other terms or conditions. Carrier must pay all costs, expenses and attorney fees which may be expended or incurred by ADM or ADM’s customer in enforcing this Agreement or any provision thereof, or in exercising any right or remedy of ADM or its customers against Carrier, or in any litigation incurred by ADM because of any act or omission of Carrier under this Agreement.

# Notices. Unless otherwise provided, notices required under this Agreement must be in writing and delivered by (i) registered or certified U.S. Mail, return receipt requested, (ii) hand delivered, (iii) facsimile with receipt of “Transmission OK” acknowledgement, or (iv) delivery by a reputable overnight carrier service (in the case of delivery by facsimile, the notice will be followed by a copy of the notice delivered as provided in (i), (ii) or (iv)). The notice will be deemed given on the day the notice is received. In the case of notice by facsimile, the notice is deemed received at the local time of the receiving machine, and if not received, then the date the follow-up copy is received. Notices must be delivered to the following addresses or at such other addresses as may be later designated by notice:

|  |  |
| --- | --- |
| To Carrier: |  |
|  | Attn: |
|  | Facsimile: |
| To ADM: |  |
|  | Attn: |
|  | Facsimile: |

21. Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original but all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the date first mentioned above.

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| CARRIER | ARCHER-DANIELS-MIDLAND COMPANY |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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