

STATE OF NEW YORK EXECUTIVE DEPARTMENT OFFICE OF GENERAL SERVICES LEGAL SERVICES

MEMORANDUM



May 26, 2009

TO:

Commissioner John C. Egan

FROM:

Frank Pallante / Thomas A. Pohl / Howard Zwickel

SUBJECT:

Consent Order Modification Agreement Pursuant to Article 7 of the Public Lands Law

Town of Lansing, County of Tompkins

LUW 163

Attached for your review and signature is a Consent Order Modification Agreement ("Agreement") which modifies a Consent Order, dated January 12, 1995 in which Cargill, Incorporated was provided the continued rights to mine rock salt in the lands located under the waters of Cayuga Lake located in the Town of Lansing, County of Tompkins. In 1938, the Board of Commissioners of the Land Office (predecessor of OGS) granted the Cayuga Rock Salt Company, Inc. (predecessor of Cargill) the original right to mine the lands under the waters of Cayuga Lake. In 1974, OGS authorized an assignment of the Cayuga Rock Salt Company permit to Cargill. In 1984, OGS issued Cargill a modification and extension of the permit to remove salt from lands located under Cayuga Lake. In 1995, Cargill was granted a new Consent Order to mine rock salt in 3,485 acres for a ten year term and was provided with the option to extend the term another ten years. On January 1, 2005, OGS granted Cargill an interim permit to mine an additional 5,996 acres until an extension and modification of the Consent Order was granted. This Modification Agreement extends the term of the Consent Order for 15 years and adds two parcels aggregating 5,996 acres to the mine, making the total size of the mine 9,481 acres.

Pursuant to Section 82 of the Public Lands Law (PLL), Cargill has been providing us with semi-annual reports of the tons of extracted rock salt and tendering payment to the State of a royalty. Pursuant to Section 2 of the 1995 Consent Order,

Moreover, the average rock salt rate as reported in the Bureau of Mine's Annual Report reflected the average national market rate for rock salt, not the

rates of the markets in which the salt was actually sold. Lastly, the Bureau of Mine's advised us that it may discontinue publishing said rate.

To resolve these issues, the Agreement provides that Cargill shall pay a 2% royalty on "Net Sales". Net Sales is defined as Cargill's gross sales of rock salt from the mine minus certain enumerated out of pocket expenses. This formula complies with the royalty provisions of Section 82(4) of the PLL, and establishes the market value of the salt based on actual Net Sales, which are determined by the actual sales of the mined rock salt in markets in which the salt is sold.

The Agreement removed provisions in the 1995 Consent Order that provided Cargill with a rate reduction for salt mined in excess of 1.5 million tons per year and that allowed the reopening of the Consent Order under certain circumstances to re-negotiate the royalty rate. These provisions were removed because they could have resulted in a royalty below the 2% minimum. The Agreement also upwardly adjusted Cargill's outdated insurance limits.

The Department of Environmental Conservation granted Cargill a mining permit for the expanded mine, which became effective on December 31, 2007 and expires on December 31, 2012.

Upon completion, please return to this office for final processing.

Attachments:

(3) Consent Order Modification Agreements for signature Consent Order, dated January 12, 1995
Interim Permit which commenced on January 1, 2005
Map showing mine acreage
DEC Mining Permit
Insurance certificate
Semi-Annual Extraction Report dated January 16, 2009

MINING CONSENT ORDER MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT, made and entered into this 2 day of June, 2009, between Cargill, Incorporated, a Delaware corporation having an office at the Town of Lansing, Tompkins County (hereinafter referred to as "Cargill"), and THE PEOPLE OF THE STATE OF NEW YORK, acting by and through the Commissioner of General Services, pursuant to Article 7 of the Public Lands Law, (hereinafter referred to as the "State") and collectively referred to as the "parties".

WITNESSETH, that the parties entered into a Consent Order executed by the State on January 12, 1995, ("Consent Order"), wherein the State granted Cargill the permission to mine rock salt from certain lands under the waters of Cayuga Lake, in the Towns of Lansing and Ulysses, County of Tompkins for a ten (10) year term commencing on January 1, 1995 and ending on December 31, 2004.

WHEREAS, the parties acknowledge that pursuant to Paragraph 1 of the Consent Order Cargill has duly exercised its option to extend the term of the Consent Order; and it is the desire of the parties, among other things, to modify the Consent Order to extend the term, to add two parcels aggregating 5,996 acres to the mine and to calculate the royalty rate based on the Net Sales (as defined below) of bulk white salt mined.

NOW, THEREFORE, it is agreed as follows:

- A. The second and third paragraphs of the Ordered Clause of the Consent Order, starting with "ALL THAT TRACT OR PARCEL OF LAND" and which described the metes and bounds of the mine, is hereby replaced in its entirety by the new description, attached hereto as Exhibit "A".
- B. Paragraph No. 1 of the Consent Order is hereby replaced in its entirety and amended to read as follows:

The term of this Consent Order shall be fifteen (15) years commencing on January 1, 2005 and terminating on December 31, 2019 (the "Term"), unless the Grantee provides written notice to the Grantor six (6) months prior to the end of the Term of its desire to extend the CONSENT for an additional ten (10) years, in which case the Term shall be extended for an additional ten (10) years.

C. Paragraph No. 2 of the Consent Order is hereby replaced in its entirety and amended to read as follows:

"Net Sales" is defined as the Grantee's Gross Sales, as defined herein, on bulk white salt from the Lansing mine less all transportation, handling, taxes and storage costs (including but not limited to rent, tarping the product, and the direct costs of Cargill owned terminals), incurred by Grantee to deliver the salt to the customer. "Gross Sales" is defined as the total invoice value of sales, prior to deducting for customer's discounts, allowances or returns. Grantee will calculate the Net Sales by using General Accepted Accounting Principals and agrees that the calculation and the documents supporting said calculation may be reviewed by the Grantor pursuant to Paragraph 14, below.

D. Paragraph No. 3 of the Consent is amended in part to delete the last sentence and replace it with the following:

The provisions for reopening this Consent Order, by either the Grantee or the Grantor, is subject to the provision that the parties must negotiate in good faith to reach accord on the minimum payment, and if no accord is reached within six (6) months from the date of the written notice of reopening, this Consent Order will terminate upon the written notice of either party.

E. Paragraph No. 4 of the Consent Order is hereby replaced in its entirety and amended to read as follows:

The payment of royalty herein called for shall be made on the 31st day of July for the six (6) month period from January 1st to June 30th, and made on the 31st day of January for the six (6) month period from July 1st to December 31st.

- F. Paragraph No. 5 of the Consent Order is deleted in its entirety.
- G. Paragraph No. 6 of the Consent Order is deleted in its entirety.
- H. Paragraph No. 11(C) of the Consent Order is amended in part to change the per occurrence limit for bodily injury from one million dollars (\$1,000,000) to ten million dollars (\$10,000,000); the aggregate limit for bodily injury from one million dollars (\$1,000,000) to ten million dollars (\$10,000,000) and the one million dollars (\$1,000,000) for property damage to five million dollars (\$5,000,000).
- Paragraph No. 11(C) of the Consent Order, last sentence; is hereby amended to correct the following typos to read as follows:

"polic}" is modified to "policy", "or." is modified to "or" and "iosure" is modified to "insure".

- J. Paragraph No. 13 of the Consent Order is amended in part to replace "permit No. 7-5032-00002/00001-1 dated May 2, 1993" with "permit ID No. 0-9999-00075/00001, effective date December 31, 2007".
- K. Paragraph No. 14 of the Consent Order is amended to read as follows:
 - A. The Grantee shall provide the Grantor with written report of all minerals extracted on a monthly basis, no later than fifteen (15) days past the last day of the month being reported and written report semi-annually, sworn to under oath, confirming the amount of all minerals extracted, for the most recent six (6) month payment period, with the submission of the royalty payments made pursuant to Paragraph 2 of the Consent Order. In addition to the monthly and semi-annual reports, the Grantee shall provide the Grantor with a semi-annual Net Sales report, for the most recent six (6) month payment period, with the submission of the royalty payments made pursuant to Paragraph 2. The reports referred to herein, and the supporting documents referred to in Paragraph No. 2 and in Part B of this Paragraph, shall be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter.
 - B. The Grantor shall have the right to inspect the mine and all written accounting records pertaining to the calculation of the royalty thereto upon giving the Grantee no less than 48 hours notice and executing an appropriate release prior to entering the mine.
- L. The following new Paragraph No. 15 is hereby added to the Consent Order:

This Consent Order may not be assigned by the Grantee or its right, title interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the prior consent, in writing, of the Grantor; except that the Grantee may, without consent, transfer or assign this Consent Order to a subsidiary. Any attempts to assign the Consent Order without the Grantor's requisite written consent are null and void. Such consent shall not be unreasonably withheld.

M. The following new Paragraph No. 16 is hereby added to the Consent Order:

This Consent Order shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

N. The following new Paragraph No. 17 is hereby added to the Consent Order:

The Grantee shall act reasonably and in good faith to fulfill its contractual obligations with the State of New York to provide rock salt.

IT IS FURTHER UNDERSTOOD AND AGREED that the amendments set forth herein shall be effective as of date of this Modification Agreement. Except as herein modified, all other terms and conditions of the Consent Order shall remain in full force and effect. This Modification Agreement hereby replaces and terminates the interim permit LUW00163-05 dated December 12, 2004 and approved on November 30, 2004. Cargill shall receive a full credit, if any, for all royalty payments made under permit LUW00163-05.

IN WITNESS WHEREOF, the parties hereto have caused this Modification Agreement to be executed in triplicate on the day and year first written above.

CARGILL, INCORPORATED

Print Name: 4

Print Title: /

THE PEOPLE OF THE STATE OF NEW YORK

BY SOHD C. FGAD

Commissioner of General Services

6-2-08 Date: John C. Egan

Minnesota STATE OF NEW YORK) : SS.: COUNTY OF Hennepin

On the 44b day of May in the year 2009 before me personally appeared Dale February, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as the President, CDT for Cargill, Incorporated, the corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Jasiphine a. Etsblad Notary Public

JOSEPHINE A EKBLAD

NOTARY PUBLIC - MINNESOTA

MY COMMISSION EXPIRES 1/31/2010

EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND under Cayuga Lake bounded by the low water line of Cayuga Lake on the east and the west beginning at a point in the east low water line of said lake at the southwest corner of lands of the Grantee, said point being 1,000 feet, more or less, southeast of the intersection of Gulf Creek (formerly Schurter Creek) and the east low water line of Cayuga Lake; said point being also in the southeast projection of Portland Point; thence southeasterly 15,100 feet, more or less. along the east low water line of Cayuga Lake to a point; thence southwesterly 6,000 feet, more or less, to a point in the low water mark on the west shore of Cayuga Lake, which point is 760 feet, more or less, southeasterly of Town line between the Town of Ulysses and the Town of Ithaca thence northerly and northwesterly 58,700 feet, more or less, along the west low water line of Cayuga Lake to a point, which point is 300 feet, more or less, northwest of Little Point; thence northeasterly 8,900 feet, more or less, to a point in the east low water mark of Cayuga Lake, which point is 4,000 feet, more or less, northwest of Lake Ridge Point Light; thence southwesterly 41,600 feet, more or less, along the east low water line of Cayuga Lake to the place of beginning, containing 9,481 acres of land, more or less.

EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND under Cayuga Lake bounded by the low water line of Cayuga Lake on the east and the west beginning at a point in the east low water line of said lake at the southwest corner of lands of the Grantee, said point being 1,000 feet, more or less, southeast of the intersection of Gulf Creek (formerly Schurter Creek) and the east low water line of Cayuga Lake; said point being also in the southeast projection of Portland Point; thence southeasterly 15,100 feet, more or less, along the east low water line of Cayuga Lake to a point; thence southwesterly 6,000 feet, more or less, to a point in the low water mark on the west shore of Cayuga Lake, which point is 760 feet, more or less, southeasterly of Town line between the Town of Ulysses and the Town of Ithaca thence northerly and northwesterly 58,700 feet, more or less, along the west low water line of Cayuga Lake to a point, which point is 300 feet, more or less, northwest of Little Point; thence northeasterly 8,900 feet, more or less, to a point in the east low water mark of Cayuga Lake, which point is 4,000 feet, more or less, northwest of Lake Ridge Point Light; thence southwesterly 41,600 feet, more or less, along the east low water line of Cayuga Lake to the place of beginning, containing 9,481 acres of land, more or less.

STATE OF NEW YORK EXECUTIVE DEPARTMENT OFFICE OF GENERAL SERVICES

In the Matter of The application of Cargill, Inc. for a Modification and Extension of the Permit to Remove Salt from State Owned Lands Under the Waters of Cayuga Lake

CONSENT ORDER

WHEREAS, on June 20, 1938, the Board of Commissioners of the Land Office of the State of New York, the predecessor to the Office of General Services of the State of New York, pursuant to Article 7, \$84 of the Public Lands Laws, granted consent to enter upon and mine rock salt in the lands of the State of New York under Cayuga Lake in the Towns of Lansing and Ulysses, Tompkins County, New York, to the Cayuga Rock Salt Company, Inc., a copy of which Resolution is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, Cargill, Inc. became the successor in interest to Cayuga Rock Salt Company, Inc., and upon application received permission for the assignment to it of all of the rights and privileges granted to Cayuga Rock Salt Company, Inc. by Exhibit A, by a permit granted by the Office of General Services on the 5th day of April, 1974, a copy of which permit is attached hereto as Exhibit "B"; and

WHEREAS, Cargill, Inc. was issued a Consent Order, for a modification and extension of the permit to remove salt from State-owned Lands under the waters of Cayuga Lake, by the Office of General Service on the 1st day of April, 1984, a copy of which Consent Orders is attached hereto as Exhibit "C"; and

WHEREAS, Cargill, Inc. has petitioned the Commissioner of General Services for renewal of said right to enter upon State land and to mine salt, pursuant to Article 7, §84 of the Public Land Law; and

WHEREAS, the terms of a consent renewal, including the perimeters of the property involved and the royalty to be paid to the State, have been mutually agreed upon between the parties hereto; NOW THEREFORE, it is hereby

ORDERED that, pursuant to the provisions Article 7, \$84 of the Public Lands Law, consideration of the Agreement of Royalties, provided in §81 of the Public Lands Law, and upon the terms and conditions as hereinafter set forth, the consent of the Commissioner of General Services on behalf of THE PEOPLE OF THE STATE OF YORK, hereinafter referred to as "Grantor", is hereby CARGILL, given to INC., a Delaware Corporation authorized to do business in the State of New York, having an office and place of business at the Town of Lansing, Tompkins County, New York 14882, hereinafter referred to as "Grantee", to enter upon and mine rock salt in the State owned lands under the waters of Cayuga Lake, in the Towns of Lansing and Ulysses, Tompkins County, between and adjacent to lands owned or controlled by the Grantee on both sides of Cayuga Lake, and extending to the north and south as hereinafter described, more particularly bounded and described as follows:

ALL THAT TRACT OR PARCEL OF LAND under Cayuga Lake bounded by the low water line of Cayuga Lake on the east and the west beginning at a point in the east low water line of said lake at the southwest corner of lands of the Grantee, said point being 1,000 feet, more or less, southeast of the intersection of Gulf Creek (formerly Schurter Creek) and the east low water line of Cayuga Lake; said point being also in the southeast projection of Portland Point; thence southeasterly 7,500 feet, more or less, along the east low water line of Cayuga Lake to a point; thence southwesterly 6,800 feet, more or less, perpendicular to the east low water mark of Cayuga Lake to a point in the low water mark on the west shore of Cayuga Lake, which point is 2,000 feet, more or less, southeasterly of Maple Point; thence northerly and northwesterly 21,400 feet, more or less, along the west low water line of Cayuga Lake to a point, which point is 7,000 feet, more or less, northwest of Willow Creek Point; thence northeasterly 7,200 feet, more or less, perpendicular to the west low water mark of Cayuga Lake to a point in the east low water mark of Cayuga Lake; thence southwesterly 20,500 feet, more or less, along the east low water line of Cayuga Lake to the place of beginning, containing 3,485 acres of land, more or less.

Said description includes a parcel of land containing 1,600 acres of land consented to by the "Commissioners of the Land Board" on June 20, 1938; a parcel of approximately 500 acres consented to by the Office of General Services by an instrumented dated January 31, 1974, and two additional parcels: one in the amount of 1,075 acres, and the second in the amount of 310 acres, both as requested by letter from the Grantee herein, dated May 14, 1984; all of the same being hereby consented to and conveyed. Said premises being shown on a map attached hereto as Exhibit "D".

This CONSENT to enter upon State lands to mine rock salt is made and accepted subject to the following covenants, terms and conditions.

1. TERM

The Term of this CONSENT is for ten (10) years, commencing on January 1, 1995; subject to the provisions of Paragraph 6, entitled "GROUNDS FOR REOPENING". The Grantee, if it wishes to extend the term hereof may do so by giving written notice to the Grantor six (6) months prior to the end of the Term. In the event that the Grantee exercises the option to extend the Term hereof, the Term shall be extended for an additional ten (10) years, subject to the provisions of Paragraph 6.

ROYALTY RATE:

A. Period from January 1, 1995 to December 31, 1995 per ton;

B. Period from January 1, 1996 to December 31, 2005 and during any extension period the royalty rate will be calculated by

MINIMUM ROYALTY

Notwithstanding anything contained in the previous paragraph, the Grantee shall pay to the Grantor the minimum payment of regardless of the amount of salt mined by the Grantee. If, during any royalty year (calendar year), covered by this CONSENT,

4. PAYMENT OF ROYALTY

The payment of Royalty herein called for shall be made on the 31st day of February, and the 30th day of September, in each year.

5. SIX-MONTH RULE

The provisions for reopening this CONSENT, by either the Grantee or the Grantor, is subject to the provision that the parties must reach accord on the subject of the reopener, and if no accord is reached within six (6) months from the date of Notice of Reopening this CONSENT will terminate upon the written notice of either party to the other.

6. GROUNDS FOR REOPENING

- A. Either the Grantee or the Grantor may request a Reopening of this CONSENT Agreement if the average price, as defined in Paragraph 2.B. either falls or rises more than ten percent (10%) of the Royalty Rate then in effect for two (2) consecutive years. This Reopener would be for the negotiation of Royalty Rate only.
- The Grantee shall have the right to request a Reopening should the quality of the salt taken by the Grantee from State land change "substantially", making it unsaleable. "Substantially", as used in this clause, shall mean 1. The sodium chloride content of the salt mined shall be less than ninety-seven percent (97%), or 2. The thickness of seam of salt is less than eight feet (8'), or 3. The standard of salt to waste is less than seventy percent (70%) salt to thirty percent The sodium chloride content will be (30%) waste. measured pursuant to the American Society of Testing Materials (ASTM), being 632-84, Standards Specification for Sodium Chloride, being 534 Method for Chemical Analysis of Sodium Chloride.

7. ENLARGEMENT OF CONSENT AREA

During the term hereof, or any extension, the Grantee may request an Enlargement of the Area of land covered by this CONSENT. If the extension is granted, the Royalty Rate that would be imposed upon the salt mined from the extended area shall be governed by the terms of this CONSENT.

8. CANCELLATION BY GRANTEE

The Grantee shall have the ability to cancel this CONSENT and its obligations thereunder by giving written notice to the Office of General Services prior to October 1 of each year of the term of extension thereof. If in the event that the Grantee shall give such notice the Grantee shall vacate the State land by the end of the Royalty Year following the notice. (fifteen (15) months later).

9. OPTION TO GRANTOR

In the event that the Grantee desires to sell or lease its land, shaft equipment, mining equipment, mining operations, leaseholds, and mineral rights the Grantee shall give to the Grantor a right of first refusal to buy or lease the same. The "right of first refusal", as stated herein, must be exercised by the Grantor in writing within one hundred twenty (120) days from the date that Grantor is notified by the Grantee of its intent to sell or lease to a bona fide third party, setting forth the terms and conditions it is willing to accept from said bona fide third party, the Grantor does not exercise its "right of first refusal" the Grantee may assign its rights hereunder to the purchasing or leasing third party upon said third party's application to the Grantor for permission to assume the rights herein defined, which permission will not be unreasonably withheld by the Grantor.

10. BINDING EFFECT

All of the covenants, terms and conditions of the CONSENT will inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

11. STATE HELD HARMLESS AND INDEMNIFICATION THEREOF

A. In the event an unsafe or hazardous incident or condition occurs or exists on the land as a result of or in connection with the Grantee's use of the land hereunder, the Grantee shall notify the State immediately upon discovery of such incident or condition.

- B. The Grantee shall defend, indemnify and hold harmless the State and its respective officers, employees and agents from all liability, loss, costs, expenses (including, without limitation, attorney fees and litigation/court cost), causes of action, suits, claims and demands of judgment of whatever nature arising out of the actions of the Grantee or its agents in pursuance of the authorized use(including any work incidental thereto) or the failure of the Grantee to comply with the terms and conditions of this Agreement.
- For the full duration of this Agreement, C. the Grantee shall obtain and maintain comprehensive public liabilitv and property damage insurance designating the State as an additional insured against any and all claims of liability of whatsoever kind and nature which may arise either directly or indirectly as a result of the Grantee's operations carried on under this Agreement. Said insurance shall provide limits of not less than one million dollars (\$1,000,000) per and two million dollars (\$2,000,000) occurrence aggregately with respect to bodily injury of death and one million dollars (\$1,000,000) with respect to property damage and shall be obtained from a company licensed to do business in the State of New York. The Grantee shall furnish to the State a certificate evidencing the policy or policies for said insurance, together with an endorsement evidencing that the polic} policies iosure the contractual liability assumed by The Grantee provided, however, that The Grantee may, if it elects to do so, assume and carry such risks as self-insurer to the extent of the first \$100,000 of loss.

12. FORCE MAJEURE

In the event of a natural calamity or war which makes it impossible for the Grantee to continue its operations as contemplated herein upon the estate lands described herein, this CONSENT order shall terminate upon thirty days' written notice given by the grantee to the Grantor.

13. CONFORMITY TO REGULATORY AUTHORIZATION

The Grantee shall obtain any and all Federal, State and local regulatory approvals required for this authorized use and, in that regard, the work authorized by/under this Agreement shall be conducted in manner consistent with all requirements stipulated in said regulatory approvals including, but not limited to, the terms and conditions of permit No.7-5032-00002/00001-1 dated May 2, 1993, issued by the New York State Department of Environmental Conservation.

14. The Grantee shall provide extraction reports to the Office of General Services on a monthly basis, no later than 15 days past the last day of the month being reported. The Office of General Services (the State) shall have the right to inspect the mine upon giving The Grantee no less than 48 hours notice and executing an appropriate Release prior to entering the mine.

This CONSENT shall not be operative until it shall have been duly accepted by a Resolution of the Board of Directors of the Grantee, and a certified copy of such Resolution filed with the Office of General Services.

IN WITNESS WHEREOF the First Deputy Commissioner of General Services on behalf of the People of the State of New York has caused this CONSENT Order to be signed by its duly authorized representative on this day of January 1995.

THE PEOPLE OF THE STATE OF NEW YORK acting by Raymond W. Casey First Deputy Commissioner of General of Services

By:
Raymond W. Casey
First Deputy Commissioner

STATE OF NEW YORK

)SS:

)

COUNTY OF ALBANY

On this /2 day flavory, 1995, before me the subscriber personally came Raymond W. Casey, First Deputy Commissioner of the Office of General Services of the State of New York in the Executive Department of the State of New York, to the me known and known to me to be the First Deputy Commissioner of the Office of General Services decribed in and who executed the foregoing instrument and he acknowledged to me that he executed the same as such First Deputy Commissioner for and on behalf of The People of the State of New York.

Notary Publiq

EDWARD J. KENNEDY
Notary Public, State of New York
Qualified In Albany County
My Commission Expires Hiarch 30, 19...

nov. 30, 1995

ACCEPTANCE

For and in consideration of the Consent Order of the Commissioner of General Services pursuant to Article 7 of the Public Lands Law granted to Cargill, Incorporated, a Delaware corporation, the undersigned does hereby agree for itself and its successors and assigns to abide by and perform all the covenants, conditions, terms and provisions contained therein and does hereby assume all the obligations thereunder.

CARGILL, INCORPORATED

y: Guillaume Enstigens

Corporate Acknowledgment

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

	On the 19th day of December	er, in the year 1994, before me
personally came	Guillaume Bastiaens	, to me known who, being by
me duly sworn, did depose and say that he resides in Hennepin County Minnesota; that		
he is the Pre	esident, Food Sector	of Cargill, Incorporated, the
corporation described in and which executed the above instrument; that he knows the		
seal of said corporation; that it was so affixed by order of the Board of Directors of said		
corporation, and that he signed his name thereto by like Order.		

ENTA STATE OF THE PROPERTY OF

Notary Public