

FACILITY ACCESS AGREEMENT

THIS AGREEMENT entered into this the ___ day of _____, 200___, by and between Bunge-Ergon Vicksburg, LLC ("BEV") whose address is 1833 Haining Road, Vicksburg, MS 39183, and _____ (hereinafter "CARRIER") whose address is _____.

RECITALS: BEV conducts business at the facility located at the address listed above (the "Facility") at which it receives deliveries of products and from which it provides products to customers, carriers, jobbers, distributors, and others. CARRIER, among other activities, is engaged in transporting products from the Facility for distribution and is desirous of having access to the Facility for the purpose of having BEV load cargoes into transport trucks and driving such loaded trucks away from the Facility. BEV desires to permit CARRIER to use the Facility for such purposes in accordance with the provisions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Subject to the conditions hereinafter set forth, BEV hereby extends to the CARRIER the privilege to have access to the Facility during its operating hours, which are subject to change, for the sole purposes of picking up cargoes purchased from and loaded by BEV into transport trucks during the term of this Agreement.
2. The term of this Agreement shall commence on the date first above written and shall continue in full force and effect until terminated by either party by notice to the other. Notwithstanding the foregoing, BEV may terminate CARRIER's privileges hereunder at any time, without notice, in its sole discretion. CARRIER agrees that the rights granted hereunder are temporary and nonexclusive and may not be assigned without the prior written consent of BEV.
3. CARRIER shall cause its insurance representative(s) to furnish to BEV at the address set forth above, certificates reflecting that CARRIER has in force and effect the following insurance, that BEV is named an additional insured therein with respect to (a) and (b) below, and with waiver of subrogation as to (a), (b), and (c) below, and provide there shall be no material change in or cancellation of the policy or policies until BEV shall have been given thirty (30) days notice in writing of the contemplated change or cancellation. Should CARRIER hire another owner/operator truck or carrier, CARRIER shall secure proof of insurance and a signed Facility Access Agreement from the owner/operator or carrier in favor of BEV and provide same to BEV prior to such party's entry onto the Facility. At all times while this agreement is in effect, CARRIER shall carry and maintain in force and effect with companies satisfactory to BEV:

<p>(a) COMMERCIAL GENERAL LIABILITY:</p> <p>Premises/Operations; Personal Injury; Products/Completed Operations; Blanket Contractual Liability; Sudden and Accidental Pollution Liability</p> <p>Limits: \$1,000,000</p>	<p>(b) AUTOMOBILE LIABILITY:</p> <p>Owned, Non-owned, Hired Vehicles:</p> <p>Combined Single Limits: \$1,000,000 to be increased to comply with the Motor Carrier Act of 1980 or any other applicable federal or state law</p>	<p>(c) WORKERS' COMPENSATION/EMPLOYER'S LIABILITY:</p> <p>Statutory Workers' Compensation for state of hire/operation</p> <p>Employers' Liability: Limits of \$1,000,000</p> <p>Other States Insurance</p>
--	--	--

In the event CARRIER is self-insured against such contingencies, BEV, at its option, may accept satisfactory evidence of CARRIER's financial responsibility in lieu of certificate(s) for which provision hereinabove is made, or BEV may accept evidence of financial responsibility from CARRIER's designated carrier; provided, however, that in no event shall the level of protection to BEV by virtue of such self-insurance program be less than the minimum protection described above. Nothing contained in the foregoing paragraph shall limit CARRIER's duty to BEV.

4. CARRIER agrees to indemnify, defend, and hold harmless BEV, its parent, affiliates, agents, and employees (collectively "affiliates") from and against any and all claims, demands, causes of action, damages, suits, costs, attorney's fees, losses or expenses of any kind or character, including those brought by CARRIER'S employees, arising out of or in any way connected with any act of the officers, agents, servants, employees or contractors of CARRIER and/or its jobbers, distributors, haulers or customers except in the event and only to the extent that any such incident was caused by the negligence of BEV or its affiliates.

5. To the extent that CARRIER transports any materials to or from the Facility that any governmental entity has determined to be hazardous or potentially hazardous (including ethanol), CARRIER certifies that it has implemented and maintains a Department of Transportation Hazardous Material Security Plan that meets all the requirements specified in 49 CFR Part 172 Subpart I – Security Plans.

6. Both parties expressly agree that it is the intention of neither party to violate statutory or common law and that if any portion of this Agreement is found to be in violation of any law, such portion shall be inoperative, and the remainder of the Agreement shall remain binding upon the parties hereto.

7. All notices or other communications by any party to this Agreement must be in writing and either mailed by registered or certified mail, postage prepaid, or hand delivered (during regular business hours) to the addresses set forth above.

8. This instrument constitutes the entire agreement between the parties hereto with respect to CARRIER'S privileges at the Facility and no other or prior agreement in respect thereof, written or verbal, shall be of any force or effect unless embodied herein. This Agreement may be altered or amended only by a duly executed written agreement signed by both parties.

9. The terms, provisions and conditions hereof shall extend to, be binding upon and inure to the benefit of the parties hereto, their successors and assigns; provided, however, that CARRIER shall not assign any of its rights, privileges, duties or obligations hereunder without the prior written consent of BEV. For purposes of this Agreement, CARRIER's jobbers, distributors, haulers, and other carriers designated in writing by CARRIER who utilized Carrier's privilege to access the Facility under this Agreement, together with their respective officers, agents, servants, and employees, shall be deemed agents of the CARRIER.

10. CARRIER, its agents and employees shall comply with all applicable safety laws and regulations while present on BEV's property. CARRIER shall promptly notify BEV of any accident resulting in personal injury or damage to property arising out of CARRIER's activities at the Facility. BEV shall have the right to require any employee of CARRIER involved in an accident to submit to drug and/or alcohol testing.

11. This Agreement shall be governed by and construed in accordance with the laws of the state of Mississippi.

IN WITNESS WHEREOF, this Agreement is executed in duplicate by the parties hereto as of the day and year first above written.

BUNGE-ERGON VICKSBURG, LLC

CARRIER: _____

By: _____

By: _____

Title: _____

Title: _____