BLANKET PURCHASE ORDER
STATE OF MARYLAND

********** STATE OF MARYLAND **********

BPO NO: 001B3400583 **PRINT DATE:** 05/30/13 **PAGE:** 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1362876213
CONTINENTAL CARBONIC PRODUCTS
3985 EAST HARRISON AVE

DECATUR, IL 62526
(217)428-2068

REFER QUESTIONS TO:

SUZAN EDWARDS
(410)767-4032
SUZAN.EDWARDS@DGS.STATE.MD.US

ITB:	**EXPR DATE:** 05/31/14 **POST DATE:** 05/30/13	**DISCOUNT TERMS:** . NET 30 DAY **CONTRACT AMOUNT:** .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

**2ND RENEWAL OPTION

VENDOR TELEPHONE NUMBER: (410) 761-7701 (24/7) JOE STURGILL

THIS BLANKET PURCHASE ORDER IS SUBJECT TO THE ATTACHED SEPCIFICATIONS AND TERMS AND CONDITIONS FOR CONTRACTS $25,000.00 AND ABOVE.

****

MULTIPLE AWARD STATEWIDE CONTRACT
TO PROVIDE
DRY ICE FOR STATE EMERGENCIES

****

SCOPE: THE PURPOSE OF THIS CONTRACT IS TO SECURE A POOL OF "ON CALL" CONTRACTORS READY TO SUPPLY DRY ICE IMMEDIATELY FOR VARIOUS LOCATIONS IN THE STATE OF MARYLAND WHICH WERE AFFECTED BY SEVERE STORMS, TORNADOS, FLOODING, SNOW, ETC. DUE TO THE NATURE OF THE EMERGENCY THE STATE INTENDS TO SUPPLY DRY ICE SUFFICIENT IN SIZE AND NUMBER TO COMPLETE THESE EFFORTS WITHIN 24 - 48 HRS DEPENDING ON THE EMERGENCY.

CONTRACT PERIOD: JUNE 1, 2013 THROUGH MAY 31 2014 (1 YEAR) WITH TWO (2) ADDITIONAL ONE (1) YEAR RENEWAL OPTIONS AT THE DISCRETION OF THE STATE OF MARYLAND WITH THE SAME TERMS AND CONDITIONS.

METHOD OF AWARD: DGS INTENDS TO AWARD MULTIPLE CONTRACTS TO MULTIPLE CONTRACTORS IN ACCORDANCE WITH COMAR 21.06.03.06.A.(2).

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TERMS (cont'd):

THE VENDOR SHALL PROVIDE ALL QUANTITIES OF THE ITEM(S) AGREED TO AT THE BEGINNING OF THE EVENT. IF ADDITIONAL QUANTITIES ARE NEEDED BEYOND THERE CAPABILITY THE VENDOR MAY INFORM THE BUYER OF ANTICIPATED RESUPPLY DELIVERY DATES AND TIMES. IT SHALL BE AT THE STATES DISCRETION WHETHER TO PURCHASE THOSE ITEMS OR PURCHASE FROM ANOTHER SUPPLIER.

THE CONTRACTOR SHALL AT THE DISCRETION OF THE CONTRACT MANAGER PERFORM THE WORK AS DIRECTED BY THE STATE THROUGH A BLANKET PURCHASE ORDER RELEASE OR CORPORATE "P" CARD PURCHASE. THE STATE WILL USE THIS CONTRACT TO SUPPLY PRODUCT RESULTING FROM SEVER STORMS IN THE EVENT OF AN EMERGENCY DECLARATION DECLARED BY THE GOVERNOR THROUGH THE MARYLAND EMERGENCY MANAGEMENT ASSOCIATION (MEMA).

THE CONTRACTOR SHALL CONDUCT THE WORK SO AS NOT TO INTERFERE WITH THE DISASTER RESPONSE AND RECOVERY ACTIVITIES OF FEDERAL, STATE AND LOCAL GOVERNMENTS OR AGENCIES OR OF ANY PUBLIC UTILITIES.

THE GOVERNMENT RESERVES THE RIGHT TO INSPECT THE SITE, VERIFY QUANTITIES AND REVIEW OPERATIONS AT ANY TIME. ALL WORK SHALL BE ACCOMPLISHED IN A SAFE MANNER IN ACCORDANCE WITH FEDERAL, STATE AND LOCAL SAFETY STANDARD.

PERFORMANCE SCHEDULE: THE CONTRACTOR SHALL COMMENCE PERFORMANCE AS SOON AS POSSIBLE BUT FROM WITHIN 24 - 48 HRS (DEPENDING ON THE EMERGENCY) AND RECEIPT OF NOTICE TO PROCEED. A SUFFICIENT NUMBER OF COMPETENT WORKERS MUST BE CONTINOUSLY EMPLOYED BY THE CONTRACTOR WHICH MAY REQUIRE 24/7 COVERAGE DURING AN EVENT TO SATISFY THE STATE THAT THE WORK WILL BE COMPLETED BY THE TIME SPECIFIED.

PRICING & DELIVERY: ALL ACTIVITY ASSOCIATED WITH THE DELIVERY OF PRODUCTS SHALL BE PERFORMED FROM MONDAY - SUNDAY BETWEEN 7:00 AM @ 7:00 PM FOR SAFETY REASONS, UNLESS OTHEWISE SPECIFIED BY THE CONTRACT MANAGER. CONTRACT MAY REQUIRE WORKING ON HOLIDAYS. VENDOR PRICING IS FOR DOCK DELIVERY ONLY, NO GROUND DELIVERY WILL BE PROVIDED UNLESS USING AGENCY HAS FORKLIFT. PRODUCT MAY BE PROVIDED IN RETURNABLE INSULATED CONTAINERS. FAILURE TO RETURN CONTAINER WILL BE CAUSE TO CHARGE A CONTAINER FEE TO ORDERING AGENCY.

PRICE ESCALATION CLAUSE: VENDOR MUST HOLD PRICING FOR AT LEAST ONE YEAR. ANY PROPOSED INCREASES IN PRICE SHALL BE SUBMITTED (120 DAYS) PRIOR TO THE END OF THE FIRST YEAR AND AT THE END OF ANY EXERCISED OPTION. THE CONTRACTOR MAY REQUEST IN WRITING A COST ADJUSTMENT TO BE IN EFFECT FOR THE TWO (2) SUBSEQUENT YEARS OF THE CONTRACT. ANY PROPOSED INCREASES IN PRICE SHALL NOT EXCEED THE RATE OF INFLATION AS DETERMINED BY THE CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS

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TERMS (cont'd):

(CPI-U)- U.S. CITY AVERAGE ALL ITEMS 1982, 84-100 PUBLISHED BY THE BUREAU OF LABOR STATISTICS AT THE TIME OF THE REQUEST. THE STATE RESERVES THE RIGHT TO ADJUST THE SCOPE OF THE CONTRACT IN ORDER TO KEEP EXPENDITURE WITHIN THE AUTHORIZED APPROPRIATIONS.

CHANGES, ADDITIONS, DEDUCTIONS & EXTRA WORK CLAUSE: UPON PROPER ACTION BY THE STATE, CHANGES, ADDITIONS OR DEDUCTIONS FROM THE WORK TO BE PERFORMED SHALL BE AUTHORIZED BY WRITTEN NOTICE TO THE CONTRACTOR. NO EXTRA WORK SHALL BE DONE OR ANY OBLIGATIONS INCURRED EXCEPT UPON WRITTEN ORDER BY THE CONTRACT MONITOR. IF ANY CHANGES CAUSES AN INCREASE OR DECREASE IN THE CONTRACTOR'S COST OF, OR THE TIME REQUIRED FOR, THE PERFORMANCE OF ANY PART OF THE WORK UNDER THIS CONTRACT, THE DGS PROCUREMENT OFFICER SHALL MAKE AN EQUITABLE ADJUSTMENT AND MODIFY THE CONTRACT IN WRITING.

UNSATISFACTORY JOB PERFORMANCE OR PROGRESS, DEFECTIVE WORK, DISPUTED WORK, FAILURE TO COMPLY WITH MATERIAL PROVISIONS OF THE CONTRACT, THIRD PARTY CLAIMS FILED OR REASONABLE EVIDENCE THAT A CLAIM WILL BE FILED OR OTHER REASONABLE CAUSE; OR OTHERWISE FAILS TO CURE ANY OTHER DEFICIENCY INDENTIFIED BY THE CONTRACT MONITOR OF THE AUTHORIZED AGENCY WITHIN 24 HOURS OF DELIVERY OF NOTICE OF SAID DEFICIENCY THE VENDOR MAY BE TERMINATED FOR DEFAULT. THE STATE RETAINS ALL OTHER LEGAL OR EQUITABLE RIGHTS OR REMEDIES EXISTING AS A RESULT OF SAID DEFAULT, INCLUDING BUT NOT LIMITED TO ANY LEGAL PROCESS NECESSARY TO OBTAIN ANY SURETIES SECURING THIS CONTRACT. ANY REASONABLE ATTORNEY'S FEE INCURRED IN ENFORCING THIS CONTRACT WILL NOT EXCEED 5% OF SAID CONTRACT PRICE.

WARRANTIES & REPRESENTATIONS: THIS CONTRACT IS BINDING UPON AND INSURES TO THE BENEFIT OF THE STATE OR AGENCIES AND IS THE WHOLE AGREEMENT OF THE PARTIES AND GOVERNED BY THE LAW OF THE STATE OF MARYLAND. THE APPROPRIATE VENUE FOR ANY LITIGATION RESULTING HEREUNDER IS THE STATE OF MARYLAND.

THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, COUNTY AND MUNICIPAL LAWS, ORDINANCES AND REGULATIONS. THE CONTRACTOR SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT DUE TO SEX, RACE, COLOR, CREED, NATIONAL ORIGIN OR ANCESTRY. THE CONTRACTOR FURTHER CERTIFIES HE IS ELIGIBLE TO PERFORM THIS CONTRACT UNDER LOCAL AND FEDERAL LAW IS NOT NOW AND HAS NEVER BEEN DEBARRED FROM PERFORMING FEDERAL OR STATE GOVERNMENT CONTRACTS AND THAT ALL SUBCONTRACTORS USED IN PERFORMANCE OF THIS CONTRACT HAVE THE SAME QUALIFICATIONS.

DEFICIENCIES, CORRECTIVE ACTIONS AND DEDUCTIONS: WHEN THE CONTRACTOR DOES NOT CONFORM TO THE CONTRACT REQUIREMENTS COMPLETELY, A DEFICIENCY EXISTS. IF A DEFICIENCY(S) IS SERIOUS TO RENDER A SERVICE

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TERMS (cont'd):

UNACCEPTABLE, IT IS ALSO CONSIDERED A DEFECT. DEFECTS ARE IMPORTANT IN DETERMINING IF NON-COMPLIANCE LEVELS HAVE BEEN EXCEEDED FOR SERVICES EXPECTED.

CORRECTIVE ACTIONS: IF DEFENCIES ARE INDENTIFIED, THE STATE MUST TAKE ACTION TO CORRECT THOSE DEFICIENCES USING ONE, OR IN SOME CASES A COMBINATION OF, THE FOLLOWING: REDUCE VALUE DEDUCTION. THE STATE MAY REDUCE THE CONTRACT PRICE TO REFLECT THE REDUCE VALUE OF THE SERVICES PERFORMED. THIS METHOD IS NORMALLY USED WHEN THE WORK IS PERFORMED BY THE STATE OR ANOTHER CONTRACTOR RATHER THAN THE CONTRACT UNDER THIS CONTRACT. THE AMOUNT OF THE DEDUCTION IS EQUAL TO THE VALUE OF THE SERVICE(S) NOT PERFORMED. AS APPROPRIATE, CALCULATION OF DEDUCTION FOR CERTAIN DEFICIENCIES WILL BE MADE. THE STATE MAY DISCUSS CORRECTIVE ACTIONS WITH THE CONTRACTOR TO PREVENT FUTURE OCCURRENCES.

THE DGS PROCUREMENT OFFICER WILL NOTIFY THE CONTRACTOR IN WRITING OF ANY OBSERVED NON-COMPLIANCE WITH THE AFOREMENTIONED FEDERAL, STATE, OR LOCAL LAWS OR REGULATIONS. SUCH NOTICES, WHEN DELIVERED TO THE CONTRACTOR AT THE SITE OF WORK SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE. AFTER RECEIPT OF SUCH NOTICE, IMMEDIATELY INFORM THE DGS PROCUREMENT OFFICER OF PROPOSED CORRECTIVE FAILS OR REFUSES TO COMPLY PROMPTLY, THE DGS PROCUREMENT OFFICER MAY ISSUE AN ORDER STOPPING ALL OR PART OF THE WORK UNTIL SATISFACTORY CORRECTIVE ACTIN HAS BEEN TAKEN. NO PART OF TIME LOST DUE TO ANY USCH STOP ORDERS SHALL BE MADE THE SUBJECT OF A CLAIM FOR EXTENSION OF TIME, OR FOR EXCESS COSTS OR DAMAGES BY THE CONTRACTOR.

PRODUCT DESCRIPTION & PACKAGING: THE PRICING QUOTE IS FOR 10 LB BAG DRY ICE PELLETS OR 10 LB BAG DRY ICE BLOCKS WHICH INCLUDES SHIPPING, HANDLING AND ADMINISTRATIVE COST. THE PICK-UP PRICE SHALL BE FOR THE COST OF A BAG PICK-UP AT THE CONTRACTORS NEAREST LOCATION. IT IS RECOMMENDED THAT THE VENDOR SHOULD TRY TO MAINTAIN AT A MINIMUM 20,000 LBS OF ICE AVAILABLE FOR IMMEDIATE DELIVERY WITHIN FOUR (4 HOURS) OF RECEIPT OF ORDER. FOR USER INFORMATION PURPOSES ONLY 20,000 LBS IS NORMALLY EQUIVALENT TO A 1/2 TRACTOR TRAILER LOAD OR (2,000 BAGS), WHILE 40,000 LBS IS NORMALLY EQUIVALENT TO A FULL TRACTOR TRAILER LOAD OR (4,000 BAGS). MINIMUM AGENCY ORDER IS 2,000 BAGS.

SURCHARGE RATE: OF $.0056 PER POUND OF DRY ICE FOR EVERY $.20 PER GAL INCREASE OVER $3.80 PER GALLON. IN AVERAGE COST FOR DIESEL IN A GIVEN MONTH. THE SURCHARGE WILL BE ADJUSTED UP OR DOWN EACH MONTH AND WILL CONTINUE FOR THOSE MONTHS IF AND WHEN THE AVERAGE COST FOR DIESEL FUEL DROPS BELOW $4.00 PER GAL. THE COST PER PICK-UP IS $.355 PER POUND.
BALTIMORE BRANCH LOCATION: BALTIMORE BRANCH

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TERMS (cont'd):

150 PENROD COURT
SUITE J
GLEN BURNIE, MD 21061

(A) PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

(1) A COUNTY OR BALTIMORE CITY;
(2) A MUNICIPAL CORPORATION;
(3) A GOVERNMENTAL AGENCY IN THE STATE;
(4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT;
  (I) RECEIVES STATE MONEY; AND
  (II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C) (3) OF THE INTERNAL REVENUE CODE;
(5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
  (I) EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
  (II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C) (3) OF THE INTERNAL REVENUE CODE; OR
(6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

(B) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.

(C) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

(D) ALL PURCHASES UNDER THIS CONTRACT BY ANY ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY, (2) SHALL NOT CONSTITUTE PURCHASE OR CONTRACT OF THE STATE OF MARYLAND, (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES, AND (4) MAY BE SUBJECT TO THE OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER. CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

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LINE #	STATE ITEM ID	U/M	UNIT COST
0001	39042	EA	8.1300

DRY ICE PELLETS GARRETT COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

0002	39042	EA	7.6900

DRY ICE PELLETS ALLEGANY COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

0003	39042	EA	6.0900

DRY ICE PELLETS WASHINGTON COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

0004	39042	EA	6.1300

DRY ICE PELLETS FREDERICK COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

0005	39042	EA	5.9300

DRY ICE PELLETS MONTGOMERY COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

0006	39042	EA	5.5900

DRY ICE PELLETS PRINCE GEORGE'S COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

0007	39042	EA	5.3000

DRY ICE PELLETS ANNE ARUNDEL COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

0008	39042	EA	5.3000

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LINE #	STATE ITEM ID	U/M	UNIT COST
DRY ICE PELLETS BALTIMORE COUNTY REGION (MINIMUM ORDER 2,000 BAGS)			
0009	39042	EA	5.6000
DRY ICE PELLETS CARROLL COUNTY REGION (MINIMUM ORDER 2,000 BAGS)			
0010	39042	EA	5.6000
DRY ICE PELLETS HARFORD COUNTY REGION (MINIMUM ORDER 2,000 BAGS)			
0011	39042	EA	5.1400
DRY ICE PELLETS HOWARD COUNTY REGION (MINIMUM ORDER 2,000 BAGS)			
0012	39042	EA	5.1400
DRY ICE PELLETS BALTIMORE CITY REGION (MINIMUM ORDER 2,000 BAGS)			
0013	39042	EA	5.1400
DRY ICE PELLETS KENT COUNTY REGION (MINIMUM ORDER 2,000 BAGS)			
0014	39042	EA	5.8900
DRY ICE PELLETS QUEEN ANNE'S COUNTY REGION (MINIMU ORDER 2,000 BAGS)			
0015	39042	EA	6.2400
DRY ICE PELLETS TALBOT COUNTY REGION (MINIMU ORDER 2,000 BAGS)			

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LINE #	STATE ITEM ID	U/M	UNIT COST
0016	39042	EA	5.5000

DRY ICE PELLETS CAROLINE COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

0017	39042	EA	6.0000

DRY ICE PELLETS CECIL COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

0018	39042	EA	6.4000

DRY ICE PELLETS DORCHESTER COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

0019	39042	EA	5.1400

DRY ICE PELLETS WORCHESTER COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

0020	39042	EA	7.3300

DRY ICE PELLETS SOMERSET COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

0021	39042	EA	6.1500

DRY ICE PELLETS CALVERT COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

0022	39042	EA	5.8900

DRY ICE PELLETS CHARLES COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

0023	39042	EA	6.2900

DRY ICE PELLETS ST. MARY'S COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

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LINE #	STATE ITEM ID	U/M	UNIT COST
0024	39042	EA	6.9200

DRY ICE PELLETS WICOMICO COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

END OF ITEM LIST

VENDOR MUST INLCUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED AND/OR BIODEGRADABLE MATERIALS.

THE CONTRACTOR WARRANTS THAT THE CONTRACTOR SHALL COMPLY WITH COMAR 21.11.08. DRUG AND ALCOHOL FREE WORKPLACE, AND THAT THE CONTRACTOR SHALL REMAIN IN COMPLIANCE THROUGHOUT THE TERM OF THIS PURCHASE ORDER.

STATE FEDERAL TAX IDENTIFICATION NUMBER: 36-2876213

STATE PHONE NUMBER FOR PLACING ORDER: (410) 761-7701 (OFFICE)
(443) 643-6665 (CELL)
(410) 961-6918 (OFFICE)
(410) 761-7703 (FAX)

STATE VENDOR CONTACT PERSON: JOE STURGILL / GREG SHLIKAS

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AUTHORIZED BY: Iris Lester **DATE:** 5/30/13

BUYER AUTHORIZED DESIGNEE

FMIS-5 (4/96)