

Dear Valued Customer,

Thank you for your interest in Melton Logistics, LLC. We are a non-asset based third party logistics company that provides complete logistics and transportation services throughout the United States, Canada and Mexico.

Our current service portfolio includes truckload services (van and flatbed), over-dimensional, heavy haul, specialized, LTL (van and flatbed), intermodal, expedited ground and air, as well as warehousing, inventory and distribution services. We maintain strong working relationships with an extensive network of reliable carriers throughout North America. These carriers are required to go through an extensive vetting process prior to handling their first load. Our customers can expect professional and personal handling of their cargo throughout the entire shipment process.

Our focus is on understanding your shipment needs and creating customized transportation solutions that exceed your expectations. In order to better serve you, our professional staff will work with you from the beginning of your shipment until it is delivered. Our customers can expect personalized and proactive service 24 hours a day, 7 days a week. Bilingual sales and customer support are also available for your convenience.

We look forward to handling your transportation needs in the future.

Sincerely,

Patrick Brown

General Manager

CONFIDENTIAL CREDIT AGREEMENT



808 N. 161st E. Ave | Suite 100 | Tulsa, Oklahoma 74116 | Phone: (800) 545-6617

Terms and Conditions:

On behalf of the company, I hereby grant permission to the below referenced bank and credit references to release pertinent information regarding our accounts to Melton Logistics, LLC. The company named below attests to the financial responsibility, ability, and willingness to pay all transportation and other tariff charges within **30 days** of invoice date.

Business Information	
Estimated Credit Limit Needed?	Sole Proprietorship: Partnership:
Legal Business Name:	Corporation: Private Public Other
Subsidiary of/Division of:	Annual Revenue: No. of employees:
Address:	Type of Business:
	Date Established:
Billing Address (if different from above):	Financial Officer/Controller:
	Accounts Payable Contact:
	Accounts Payable E-mail:
Parent or Home Office Address:	Federal ID #:
	Preferred Method of Receiving Bills:
Phone: Fax:	FaxMailEmail

Current Financial Information: Financial Statements will be of great assistance to us in establishing a credit limit to you. Melton Logistics request for a copy of your most recent financial statement is hereby: Complied with_____ Refused____

Service & Transportation Provider References: (Please include three service and transportation provider references.)

1. Name:	_Phone:		_ Contact Em	nail:	
Address:					
2. Name:	_ Phone:		Contact Ema	ail:	
Address:					
3. Name	_ Phone:		_ Contact Em	nail:	
Address:					
Transportation Organizations Only:					
Your company is a: Motor Carrier	_ Broker	Other			MC
#Surety B					
Banking Information:					
Bank Name:			Phone:		
Address:					
Bank Officer:					
By signing, I verify that I have read ar	nd agree to the a	bove Terms	& Condition	15.	



Print name

Signature

Title

Date

PAYMENT OPTIONS

As stated on our credit application, payment is due 30 days from your invoice date.

For your convenience, we offer the following payment options:

- Wire Transfer (see next page for instructions)
- Company Check
- Money Order/Cashier's Check
- Visa/MasterCard there is a 3% charge to pay via credit card

WIRE INSTRUCTIONS

Wire to: Melton Logistics, LLC Account Number: 3327962 Bank ABA Number: 071000288 Swift Code: HATRUS44 Bank: BMO Harris Bank N.A. Chicago, IL

Bank Address:

BMO Harris Bank N.A.320 South Canal Street Chicago, IL 60606

Please email payment remittances to:

Accounting Department accounting@meltonlogistics.com

Mail all paper check transactions to:

Melton Logistics, LLC. P.O. Box 4675149 Dallas, TX 75267-5149



GENERAL INFORMATION

Established: 2003

Federal ID Number: 81-0596530

Motor Carrier Number: 339544

SCAC: MLNP
Surety Bond: HNI Risk Services

Website: www.meltonlogistics.com

TULSA CORPORATE OFFICE

Address:	808 N. 161 st E Tulsa, OK 741					
Hours:	Monday – Frid 24/7 on call a	day: 7:00am to 5:00pm vailability	1 CST			
<u>Contact</u>		Email Address		<u>Phone</u>		
Patrick Browr General Mana	-	Patrick.brown@melte	onlogistics.com	918-289-7700		
Natalie Burt Operations N	lanager	Natalie.burt@meltonlogistics.com		918-200-0176		
Caleb Rovang Business Development Mgr.		Caleb.Rovang@meltonlogistics.com		918-280-1243		
RECEIVABLES Elisa Thomps Accounts Pay	on	elisa.thompson@meltonlogistics.com		918-200-0173		
Tyler Brown Accounts Pay	able	tyler.brown@meltonlogistics.com		918-200-0188		

LAREDO OFFICE

Address:	8219 San Lore Laredo, TX 78		Phone: 956-7	17-0922
Hours:	Monday – Fri 24/7 on call a	day: 8:00am to 5:00pm CST vailability		
<u>Contact</u>		Email Address		<u>Phone</u>
Alex Chavero Director of Sa Laredo and N		alex.chavero@meltonlogistic	<u>:s.com</u>	956-229-6965
Jerry Saldivar Operations N		jerry.saldivar@meltonlogistic	<u>cs.com</u>	956-229-6947
		QUERETARO OFFICE	: -	
Address:	Paseo de la R Industrial Ber Queretaro, Q		Phone : 442-5	572-0324
Hours:	Monday – Fri 24/7 on call a	day: 8:00am to 5:00pm CST vailability		
<u>Contact</u>		Email Address		<u>Phone</u>
Alex Chavero Director of Sa Laredo and N		alex.chavero@meltonlogistic	<u>:s.com</u>	956-229-6965
Nallyver Corr Office Manag Account Man	er/	Nallyver.corredor@meltonlo	<u>gistics.com</u>	52-4-425710321

Credit Information

Remittance Address:

Melton Logistics LLC P.O. Box 4675149 Dallas, TX 75267-5149

Bank Reference:

BMO Harris Bank N.A. 320 South Canal Street Chicago, IL 74145

TRADE REFERENCES

M&M Carriers, LLC 987 Tiara Trail Laredo, TX 78040 713-921-7700

Open Range 23389 State Highway Aurora, MO 65605 417-689-0562

Prime Source 932 Atlantic Ave. Apt. F Hoffman Estates, IL 60169 630-237-4179

Tri-Alexander 1801 N. 20th St. Muskogee, OK 74467 918-683-3600

Bricker Transport, LLC 23457 Mines Road Laredo, TX 78045 956-723-4393

Member – Transportation Intermediaries Association (TIA)



Melton Logistics Transportation Agreement

FOR VALUE RECEIVED, THIS AGREEMENT, effective as of ______, 20__ (the "Effective Date"), is made by and between ______, having an office at ______, together with any of its subsidiaries and affiliated companies identified in the exhibits hereto (collectively "Customer"), and MELTON LOGISTICS, LLC, with an office at 808 N. 161st East Avenue, Tulsa, OK 74116. The term "Agreement" as used herein includes all schedules and exhibits currently attached or subsequently added, supplemented or revised by written mutual agreement.

1. SERVICES, EXCLUSIVITY AND WARRANTY

- a. MELTON LOGISTICS, LLC will arrange transportation of Customer's shipments set forth in the attached rate schedules or pursuant to individual rate agreements for specific loads ("Scheduled Traffic") from pick up to the place of destination via authorized motor carriers, and will provide cargo claim assistance, shipment tracking, and other logistics services set forth in the attached schedules, all in accordance with this Agreement. All Scheduled Traffic and any other Customer shipments handled by MELTON LOGISTICS, LLC while this Agreement is in effect will be considered contract (not common) carriage, subject to and governed by the terms of this Agreement, and any legal rights or remedies contrary to this Agreement's provisions are hereby waived to the extent permitted by applicable law.
- b. Customer warrants that it is or will be the owner of the shipments tendered hereunder and/or that it otherwise is fully authorized to agree to all terms herein with respect to said shipments; that the person signing on the Customer's behalf is fully authorized to do so and to bind Customer hereto; and that this Agreement's terms shall be binding upon Customer's successors and assigns and all consignees, customers, subrogees or other persons claiming any interest in said shipments.

2. SHIPMENT DOCUMENTATION

a. A shipping receipt, bill of lading or comparable documentation in a generally accepted form will be issued for each shipment, but the absence or loss of such shipping documentation, in and of itself, shall not relieve either party of its obligations or responsibilities hereunder with respect to any shipment. If and to the extent that standard-form bills of lading, etc., are employed by the parties as shipping documentation, such forms preprinted or other terms, conditions or provisions shall have no effect nor application to the parties' shipments to the extent they contradict or otherwise conflict with this Agreement.

3. RATES, CHARGES AND FREIGHT PAYMENTS

- a. Rates, charges and other terms and conditions of service shall be as specified in attached Rate Schedules, which may be supplemented or revised at any time by written mutual agreement. MELTON LOGISTICS, LLC also may adjust its transportation rates and charges as necessary to compensate for increases in carrier rates or other transportation costs, upon (30) days prior written notice to Customer or in accordance with any fuel surcharge or similar schedule attached to this Agreement.
- b. MELTON LOGISTICS, LLC freight bills shall be paid by the Customer within (30) days after receipt by the Customer. The Customer agrees to pay collections costs, including reasonable attorney's fees, and interest at the highest legal rate on past due accounts. Customer shall pay MELTON LOGISTICS' shipment invoice within the time frame aforementioned and shall notify MELTON LOGISTICS immediately in the event of any discrepancy. The Customer acknowledges that invoices for shipments shall be treated separately from any and all claims. Customer shall not offset any invoice for shipment due to any outstanding claim. Upon Customer request, MELTON LOGISTICS, LLC may provide confirmation that the carrier has been paid.
- c. MELTON LOGISTICS, LLC requests that all Carriers deliver shipments tendered in a timely fashion. MELTON LOGISTICS, LLC acknowledges that such delivery is essential in meeting the Customer's needs and obligations. However, MELTON LOGISTICS LLC, will not bear the costs of delivery failure or untimely delivery ty a Carrier. Carrier, not MELTON LOGISTICS, LLC, is responsible for any and all charges (i.e., crane charges) necessitated by Carrier's failure to timely delivery of any and all shipments.

4. MELTON LOGISTICS, LLC COMMITMENTS/OBLIGATIONS.

a. MELTON LOGISTICS, LLC will comply with this Agreement and all laws and regulations applicable to MELTON LOGISTICS, LLC relating to Customer's freight and shipments; and will perform its obligations as an independent contractor and not as the agent or employee of Customer. MELTON LOGISTICS, LLC will arrange transportation of Customer's shipments via motor carriers who have submitted proof of authority and insurance, and whom we have agreed to comply with applicable laws; deliver shipments promptly and efficiently; employ competent, able and legally licensed personnel; maintain their equipment in good repair and condition; perform their transportation services in a careful and business-like manner; and maintain such insurance coverages, if any, legally required of such carriers. Other logistics services to be performed by MELTON LOGISTICS, LLC, and the terms and scope thereof and compensation therefor, may be set out in additional schedules to be attached hereto. However, the agreement to perform any additional services, or to forward along any additional special requests or instructions, shall in no way change the agreed contracted relationship of MELTON LOGISTICS, LLC as an independent contractor and transportation broker or require any added supervisory responsibilities or liabilities for the carrier or other contractor's performance of such transportation related services.

5. CARGO LIABILITY AND INSURANCE

- a. MELTON LOGISTICS, LLC will maintain during the term of this agreement, the following forms and amounts of insurance: (1) Broker Liability Insurance in the amount of Two Million (\$2,000,000); Workers' Compensation Coverage; and Contingent Cargo Liability Coverage in the amount of One Hundred Thousand (\$100,000). Limits of coverage may be satisfied by the use of excess or umbrella policies. MELTON LOGISTICS, LLC can furnish Customer evidence of said coverage. Nothing contained herein shall in any way be construed as an acceptance by MELTON LOGISTICS, LLC, or the imposition upon MELTON LOGISTICS, LLC, of any liability of any kind with respect to shipment(s) tendered by Customer to MELTON LOGISTICS, LLC pursuant to this agreement.
- b. MELTON LOGISTICS, LLC shall not be liable for the acts or omissions of customs officials, customs brokers, loaders, unloaders lumpers or other third parties who may be involved in the loading or handling of cargo at pickup, delivery, including pickup and/or delivery at or near the USA-Mexican border; nor for incidental, consequential or other special damages of any type. Further, MELTON LOGISTICS, LLC shall not be liable under any circumstances for losses or claims occurring or arising outside the U.S.A. and/or Canada. Customer shall notify MELTON LOGISTICS, LLC in writing within twenty-four (24) hours of discovery of any freight and/or cargo claim and shall clearly note such claim on the Bill of Lading or any other shipping document. Procedurally, all freight and cargo claims shall be handled in accordance with the freight and cargo claim procedures of the Uniform Straight Bill of Lading and the federal freight claim regulations (currently 49 CFR 370 et seq.) in effect on the date of the Agreement and shall be governed by the time limitations thereunder. Customer further agrees that MELTON LOGISTICS, LLC shall not be liable, and Customer shall hold MELTON LOGISTICS, LLC harmless from, cargo damage claims other than as set forth herein.
- c. Customer acknowledges and understands that cargo liability (Loss, Damage, Delay, etc.) for shipments under this Agreement will be affected and may be substantially limited by application of various countries' laws, treaties, conventions, etc. Customer specifically understands that cargo liability under Mexican law may be severely limited unless Customer arranges to purchase its own cargo insurance. At Customer's request, MELTON LOGISTICS, LLC may assist Customer in attempting to obtain cargo insurance for Mexico shipments, but only under and pursuant to a specific written agreement to do so, signed by MELTON LOGISTICS, LLC's Director or General Manager and specifically stating the scope of MELTON LOGISTICS, LLC's duties, obligations and compensation in such regard. Absent such written agreement, Customer assumes full responsibility and risk for assessing its own cargo liability needs and situation, purchasing any cargo insurance it may desire, and/or taking whatever actions Customer deems appropriate to satisfy and protect itself regarding cargo liability for all shipments hereunder.
- d. MELTON LOGISTICS, LLC will use for Customer's shipments hereunder only those Mexican, USA and Canadian motor carriers who agree to maintain at least the minimum insurance coverages, if any, required by the respective laws and jurisdictions under which such carriers operate, and MELTON LOGISTICS, LLC shall reasonably assist and fully

Initial _____ Initial _____

cooperate with Customer in connection with cargo claims made by Customer against such a carrier. Customer is responsible for adequately insuring Mexico shipments pursuant to Section 5(b) herein.

e. SHIPPER is responsible for selecting and utilizing adequate packaging and desiccant material to ensure that the product is protected against condensation or atmospheric humidity accumulation, loss or staining during the course of transportation. Packaging shall be sufficient to withstand the normal wear and tear of the transportation, tarping and untarping processes, and the CARRIER nor MELTON LOGISTICS, LLC shall be responsible for any condensation loss. This is in consideration that all packaging and desiccant materials are of the Shipper's choice.

6. **INDEMNITY**

a. Customer shall indemnify and hold MELTON LOGISTICS, LLC, its officers, employees, agents, insurers, and affiliated corporations, harmless to the fullest extent of the law, from any and all losses, damages, expenses (including attorney fees), claims, suits, and liabilities arising out of its own negligence under this agreement. MELTON LOGISTICS, LLC shall likewise defend and indemnify and hold Customer, its officers, employees agents, insurers, and affiliated corporations, harmless to the fullest extent permitted by law, from any and all losses, damages, expenses (including attorney fees), claims, suits and liabilities arising out of its own negligence under this agreement.

7. FORCE MAJEURE

a. Neither Customer nor MELTON LOGISTICS, LLS shall be liable for damages for any transportation delay or failure, nor any delay or failure to perform any of this Agreement's terms and provisions, arising from causes beyond its control, including but not limited to acts of God or public enemies, acts of civil or military authority, labor disputes, fires, riots, wars or conditions of war, embargoes, accidents, epidemics, floods or other unusually severe weather, closing or obstruction of highways, bridges or ferries, or shortage of raw materials or power, any of which have a material, substantial and adverse effect on either part's ability to perform pursuant to the terms of this Agreement.

8. MISCELLANEOUS

- a. This Agreement shall continue for one (1) year from the Effective Date above and shall automatically renew thereafter from year to year unless and until terminated. Either party may terminate this Agreement at any time, with or without cause, upon at least thirty (30) days prior written notice to the other party.
- b. This Agreement, all matters arising out o for relating hereto, and all aspects of the parties' current or future transportation transactions or relationships shall be governed by Oklahoma law without regard to Oklahoma's conflicts of law provisions, and for value received, Customers irrevocably consents and agrees to submit any and all such matters, claims and disputes at MELTON LOGISTICS, LLC's request to the exclusive jurisdiction of

the District Court of Tulsa County, Oklahoma and waives any jurisdictional or venue objections to said court and any removal or transfer rights therefrom.

- c. No modification of this Agreement and no waiver of its terms or provisions shall be effective unless and until made in writing and signed by both parties. Unless specifically agreed otherwise in writing, all contract modifications or changes will be effective only prospectively, not retroactively. This Agreement may not be assigned, in whole or in part, by either party without the written consent of the other.
- d. Until terminated or modified as provided herein, this Agreement shall govern and apply to all transportation related dealings between Customer and MELTON LOGISTICS, LLC, and the terms hereof shall override and replace any contrary or inconsistent terms or provisions of any current or future documentation by or between the parties, even if such documentation is signed by either or both parties hereto, unless both parties' Presidents sign a written statement expressly referring to this Agreement and expressly agreeing that such other terms supersede this Agreement's terms.
- e. Unless otherwise agreed in writing or clearly indicated by the context, all monetary references in this Agreement and schedules should be in U.S. Currency.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives' signatures the day and year first above written.

CUSTOMER	MELTON LOGISTICS, LLC
Ву:	Ву:
Title:	Title:
Date:	Date:

<u>Melton</u>
Logistics

	Dctober 2018) ment of the Treasury	Request fo Identification Numb		ation		Give Form	. Do
	Revenue Service	► Go to www.irs.gov/FormW9 for ins		nformation.		send to th	ne IF
		on your income tax return). Name is required on this line; d	o not leave this line blank.				
	Melton Logist						
	Z Dusiness name/	disregarded entity name, if different from above					
n page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.						
pe. ons or	single-memb			Trust/estate	Exempt p	ayee code (if any	y)
Print or type. See Specific Instructions on page	Note: Check LLC if the LLC another LLC	y company. Enter the tax classification (C=C corporation, S the appropriate box in the line above for the tax classificatio D is classified as a single-member LLC that is disregarded fr hat is not disregarded from the owner for U.S. federal tax p if from the owner should check the appropriate box for the ta	on of the single-member owner om the owner unless the owner urposes. Otherwise, a single-n	Do not check	Exemption code (if an	n from FATCA r ny)	eport
bed	Other (see ins					counts maintained ou	tside th
e B		r, street, and apt. or suite no.) See instructions.	Re	quester's name a	and address	(optional)	
Se	808 North 1619 6 City, state, and 2						
	Tulsa, OK 741						
		ber(s) here (optional)	İ		-		
Par	ti Taxpa	er Identification Number (TIN)	States and s		- Alexa		
Enter y	your TIN in the ap	propriate box. The TIN provided must match the name	ne given on line 1 to avoid		urity num	per	
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TIN, la				or			
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

_									112	104/2023
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.										
IM	PORTANT: If the certificate holder is a	n AD		ONAL INSURED, the policy	y(les) n	nust have AD	DITIONAL IN	SURED provisions or be	endors	ed.
lf :	SUBROGATION IS WAIVED, subject to	the t	erms	and conditions of the pol	licy, ce	rtain policies				
	is certificate does not confer rights to	the c	ertific	cate holder in iteu of such						
	PRODUCER CONTACT Julie Kontney									
HNI	HNI Risk Services (262) 782-3940 FAX (262) 782-4198 (A/C, No. Ext);								82-4198	
P.O.	P.O. Box 510187 E-MAIL ADDRESS: certs@hni.com									
	INSURER(S) AFFORDING COVERAGE NAIC #							NAIC #		
New	Berlin			WI 53151	INSURE	KA.	est Casualty Co	D.		11371
INSU	RED				INSURE	RB: TT Club				87148
	Melton Logistics, LLC				INSURE	RC;				
					INSURE	RD;				
	808 N. 161st East Ave				INSURE	RE:				
	Tulsa			OK 74116-4115	INSURE	RF:				
COV	ERAGES CER	FIFIC	ATE I	NUMBER: 23/24 Melton L	ogistics			REVISION NUMBER:		
INI CE EX	IIS IS TO CERTIFY THAT THE POLICIES OF II DICATED. NOTWITHSTANDING ANY REQUIN RTIFICATE MAY BE ISSUED OR MAY PERTA CLUSIONS AND CONDITIONS OF SUCH POL	REME	NT, TE HE INS S. LIM	RM OR CONDITION OF ANY I		ACT OR OTHER ES DESCRIBE! ED BY PAID CL	DOCUMENT \ DHEREIN IS SI AIMS.	NITH RESPECT TO WHICH TI	HIS .	
INSR LTR	TYPE OF INSURANCE	INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DO/YYYY)	LIMIT		
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,00 \$ 100,	0,000
								MED EXP (Any one person)	ş 5,00	0
А				MCP75275B		10/01/2023	10/01/2024	PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:	i						GENERAL AGGREGATE	s 1,000,000	
								PRODUCTS - COMP/OP AGG	\$ 1,00	0,000
	OTHER:								\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	s 4,00	0,000
	ANYAUTO							BODILY INJURY (Per person)	\$	
в	AUTOS ONLY SCHEDULED			88735-2023-001		10/01/2023	10/01/2024	BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
	Karala Broker Liabili								\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAMS-MADE							AGGREGATE	\$	
	DED RETENTION \$								5	
	WORKERS COMPENSATION							PER OTH- STATUTE ER		
				XWC00025C		10/01/2023	10/01/2024	E.L. EACH ACCIDENT	s 1,00	
A	(Mandatory in NH)	NłA		XWQUUU23Q		10/01/2020	10/0 //2024	E.L. DISEASE - EA EMPLOYEE		0,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	_{\$} 1,00	0,000
			[Limit	\$10	0,000
в	Contingent Cargo			88735-2023-001		10/01/2023	10/01/2024			
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (AC	ORD 1	01. Additional Remarks Schedule.	may be a	ttached if more s	ace is required)			
	certificate supersedes any previously issue						,			
	· · · · · · · · · · · · · · · · · · ·									
					CANC	ELLATION				
CEF	RTIFICATE HOLDER				CANC	ELLATION				
					SHO	ULD ANY OF 1	HE ABOVE DE	SCRIBED POLICIES BE CAN	CELLE	DBEFORE
								F, NOTICE WILL BE DELIVER	ED IN	
	Evidence of Insurance ACCORDANCE WITH THE POLICY PROVISIONS.									
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