



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
HHR90143

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER
304-558-0067

*709060429 304-252-7711

CROOK BROS
599 MARKET ST

BECKLEY WV 25801

HEALTH AND HUMAN RESOURCES
OPERATIONS
VARIOUS LOCALES AS INDICATED
ON PURCHASE ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/20/2009				

BID OPENING DATE:

06/17/2009

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR		390-28		93,280.00
OPEN-END BLANKET CONTRACT						
BLANKET CONTRACT FOR FRESH FRUITS AND VEGETABLES						
CONTRACTOR(S) TO SUPPLY FRESH FRUIT AND VEGETABLES TO VARIOUS STATE OWNED FACILITIES OF THE WV DEPARTMENT OF HEALTH AND HUMAN RESOURCES AS PER THE ATTACHED.						
THIS IS A MULTIPLE AWARD CONTRACT.						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30)						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kenneth D. Crook</i>	TELEPHONE 304-252-7711	DATE 6/16/09
TITLE President	FEIN 550693814	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the **West Virginia Code** and the **Legislative Rules** of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the **West Virginia Code**.
8. Vendor preference will be granted upon written request in accordance with the **West Virginia Code**.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the **Legislative Rules** of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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Purchasing Division
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OPERATIONS
VARIOUS LOCALES AS INDICATED
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BID OPENING DATE: 06/17/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>INVOICING: CONTRACTOR SHALL INVOICE THE ORDERING</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Grant D. Crook</i>	TELEPHONE 304-252-7711	DATE 6/16/09
TITLE President	FEIN 550693814	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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SPENDING UNIT FOR THE GOODS AND SERVICE RECEIVED.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.						
THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.						
INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 6/2/2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kent D. Crook</i>	TELEPHONE 304-252-7711	DATE 6/19/09
TITLE President	FEIN 550693814	ADDRESS CHANGES TO BE NOTED ABOVE

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EXHIBIT 4						
LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.						
REV. 3/88						
PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE	304.252.7711				DATE	6/16/09
TITLE	550693814				ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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HEALTH AND HUMAN RESOURCES
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VARIOUS LOCALES AS INDICATED
ON PURCHASE ORDER

DATE PRINTED

TERMS OF SALE

SHIP VIA

F.O.B.

FREIGHT TERMS

05/20/2009

BID OPENING DATE:

06/17/2009

BID OPENING TIME

01:30PM

LINE

QUANTITY

UOP

CAT
NO

ITEM NUMBER

UNIT PRICE

AMOUNT

THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

BUYER:-----RW/FILE 22-----

RFQ. NO.:-----HHR90143-----

BID OPENING DATE:-----6/17/2009-----

BID OPENING TIME:-----1:30 PM-----

PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY
TO CONTACT YOU REGARDING YOUR BID:

CONTACT PERSON (PLEASE PRINT CLEARLY):

***** THIS IS THE END OF RFQ HHR90143 ***** TOTAL:

93280⁶⁰

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

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Bidder shall provide the Mark-up percentage (%) for the various classifications of fresh fruits and vegetables.

REGION(S) I, II, III, IV (Indicate the Regions being bid, See Part VII of the specification.)

Classification of Fresh Produce	Mark-up Percentage
1. Fruits.....	24 %
2. Vegetables	24 %
3. Miscellaneous Processed Items.....	24 %

Fresh Produce U.S. No. 1	Average Case Weight Lbs	Item Description / Package	Vendor's Cost per Unit (*Bid Sheet #3))	Mark Up (<u> </u> %)	State Purchase Price (per unit)	x Estimated Annual Qty	= Annual Total
(Indicate the Regions being bid, See Part VII of the specification.)							
Fruits		REGION(S)					
APPLES, red, delicious, min US Fancy Gr, 100 count.	40		9.90	24 %	12.28	400 CASE/ 16,000 lb	4,912.00
Asparagus, Green	11		17.00	24 %	21.08	200 CASE/ 2,200 lb	4,216.00
Bananas, yellow variety, maturity level to ensure ripening, min 1-1/8 in. dia, min 5.5 in. lg, 5.	40		15.00	24 %	18.60	800 CASE/ 32,000 lb	14,880.00
Grapes, red, seedless, US No. 1 Table Gr,	18		17.00	24 %	21.08	900 CASE/ 16,200 lb	18,972.00
Cantaloup, U.S. No. 1 gr, 15 to 23 count.	38		8.75	24 %	10.85	400 CASE/ 15,200 lb	4,340.00
Melon, Honeydew, US No. 1	25		8.00	24 %	9.92	150 CASE/ 3,750 lb	1,488.00
Oranges, US No. 1, Valencia and Navel	40		9.00	24 %	11.16	400 CASE/ 16,000 lb	4,464.00
Strawberries, US No 1, 6 pints per flat	9		7.26	24 %	9.01	100 FLATS	901.00
WATERMELON, FRESH, seedless, US No. 1 Grade, water variable weight, 4 or 5 per case.	50		10.00	24 %	12.40	250 CASE/ 12,500 lb	3,100.00
Vegetables							
Broccoli, US No. 1	20		11.00	24 %	13.64	100 CASE/ 2,000 lb	1,364.00
Cabbage, Green, U.S. No 1,	50		8.25	24 %	10.23	200 CASE/ 10,000 lb	2,046.00
Carrot, topped, US No. 1,	50		10.00	24 %	12.40	250 CASE/ 12,500 lb	3,100.00
CELERY, FRESH, Pascal, US No. 1, Gr, 2 to 3 dozen, bulk pack	50		15.65	24 %	19.41	200 CASE/ 10,000 lb	3,882.00
Cucumbers, 85% U.S. No. 1	50		8.45	24 %	10.48	300 CASE/ 15,000 lb	3,144.00

Vendor's Costs for the week of May 17, 2009 through May 23, 2009 shall be used for all items. (Bid Document Instructions: A & B.)

93,280.60

599 Market Road	Telephone: (304) 252-7711
Beckley, WV	FAX: (304) 252-3020
25801	Email: sales@crookbras.com

Documentation of Vendor's Cost (legible copies of supplies and bills of lading) shall be submitted for the following items to demonstrate the vendor's cost per unit. For purpose of evaluation, Vendor's Costs for the week of May 17, 2009 through May 23, 2009 shall be used. (See Bid Document Instructions: A & B)

	Fresh Produce U.S. No. 1	Supplier company name, bidder company name, invoice date, item description, quantity and price.	Vendor's Cost per Unit
3*	Bananas, yellow variety, maturity level to ensure ripening, min 1-1/8 in. dia, min 5.5 in. lg, 5.	DEL MONTE	15.00
4*	Grapes, red, seedless, US No. 1 Table Gr,	DEL MONTE	17.00
11*	Cantaloup, U.S. No. 1 gr, 15 to 23 count.	Pacific SHORES	8.75
15*	LETTUCE, FRESH, Iceberg, us no. 1 gr, 2 dz size, ind pg.	Pacific SHORES	10.85
19*	Potatoes, White, moderately skinned, long, for baking, us extra no. 1 or us no. 1 gr, 8 to 12 oz ea.	WOODS Produce	9.00
20*	Tomatoes, 85% U.S. No. 1, light red to red, 2-1/2 in. min dia.	Carolina Tomatoes & Vegetable	6.00
22*	Celery, Sticks, US No. 1 Gr, Chilled. 5 lb	Pacific SHORES	5.82

Vendor's Costs for the week of May 17, 2009 through May 23, 2009 shall be used.

Please re-check the Bid Document Instructions to assure all requirements are addressed in your bid response.



INVOICE

Correspondence To:

DEL MONTE FRESH PRODUCE N.A., INC.
P.O. BOX 149222
CORAL GABLES, FL 33114-9222
(305) 520-8400

Remit Payments To:

DEL MONTE FRESH PRODUCE N.A., INC.
33979 TREASURY CENTER
CHICAGO IL 60694-3900



Bill To
CROOK BROTHERS WHOLESALE
599 Market Rd
Beckley WV 25801-8533

2.116

Ship To:
MULTI FRESH INC
599 MARKET ROAD

BECKLEY WV 258018533

5/5/09
Ch # 21789
\$5,468.00

Page 1 of 1

Invoice #	Invoice Date	Ship Date	Order #	PO #1	PO #2	AWB/Trailer#	Manifest #
0MU6129	4/16/2009	4/14/2009	MU6129	DWIGHT			LMS0914

PRODUCT DESCRIPTION**OR WHS UP SP****QTY****PRICE****TOTAL**

B	IP	40	DM BANANAS	S	GU CBW CM CB	5	\$15.00	\$75.00
B	IP	40	DM BANANAS	S QP	GU CBW CM CB	5	\$15.00	\$75.00
P	007	MD	25 DM FRESH PINEAPPLES	S	CR CBW CM CB	60	\$13.00	\$780.00
CA	009		40 DM CANTALOUPE	S HP	CR CBW CM CB	16	\$14.00	\$224.00
G	CN		NL GRAPES: CRIMSON 18#	L	CH CBW OP CB	50	\$17.00	\$850.00
CA	015		40 DM CANTALOUPE	S HP	GU CBW PM CB	56	\$15.00	\$840.00
CA	012		40 DM CANTALOUPE	S HP	GU CBW PM CB	56	\$14.00	\$784.00
AV	060	HS	25 DM HASS 60CT US-CERTIFIED	L CUS	MX CBW MX CB	28	\$32.50	\$910.00
AV	060	HS	25 RO ROSY HASS 60CT US CERTIFIED	L CUS	MX CBW MX CB	20	\$30.50	\$610.00
T		GP	20 NL TOMATOES: GRAPE 20#	L	US CBW OP CB	10	\$32.00	\$320.00

Invoice Total Please Remit In U.S. Dollars

\$5,468.00**Sales Person:** 424**Customer #/Code:** 487860 /MULTIBECK**Trade Terms:** D DELIVERED SALE**Order Type:** DIRECT STORE DELIVERY**This Invoice Generated via EDI****TERMS: NET 10 DAYS FROM INVOICE DATE**

All purchases made subject to Del Monte Fresh Produce N.A., Inc. Terms and Conditions of Sale. You may obtain a copy of the Terms and Conditions of Sale by writing to:
Del Monte Fresh Produce N.A., Inc. P.O. BOX 149222 Coral Gables, FL 33114-9222 Attn: Credit Department, or by calling (305) 520-8400

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7U.S.C. s499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities and any receivables or proceeds from the sale of these commodities until full payment is received.

Past due invoices shall accrue interest at 1 1/2% per month. If overdue accounts are referred to an attorney, you agree to pay our reasonable attorney's fees plus the cost of all legal action as an additional charge under the contract of sale covered by this invoice. Additionally, all interest and attorney's fees are sums owing in connection with the transaction.

ORIGINAL INVOICE

Invoice

S PRODUCE COMPANY

131 CHERRY CREEK ROAD
MEADOWS OF DAN, VA 24120-3866
(276) 952-2978-FAX (276) 952-2974

DATE

INVOICE #

04/30/09 133410

BILL TO:

SHIP TO:

CROOK BROTHERS
MULTI FRESH INC
599 MARKET ROAD
BECKLEY, WV 25801

304-252-7711
CELL 304-575-8899

Handwritten: 23881, 23881, 23881

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	If you have a problem with any item, you must call within 24 hours and get an adjustment number. There will be no adjustments without it.	
	Net 15						
QUANTITY	ITEM CODE	DESCRIPTION				PRICE EACH	AMOUNT
20.000 ✓	195S.	SELECT CUCUMBERS 1 1/9 BU				9.50 ✓	190.00
5.000 ✓	360N	POTATOES "A" #1 RED NEW				19.75 ✓	98.75
2.000 ✓	A103	6-1/2 GALLON APPLE CIDER				16.00 ✓	32.00
2.000 ✓	A102	4/1 GALLON APPLE CIDER				17.25 ✓	34.50
17.350 ✓	W104	CHUNK SIDEMEAT LBS. W.G. WHITE USA				3.00 ✓	52.05
24.820 ✓	W100	SLICED SIDEMEAT LBS. W.G. WHITE USA				3.20 ✓	79.42
2.000 ✓	W130	CENTER & ENDS HAM 15 LB BOX W.G. WHITE USA				57.00 ✓	114.00
42.410 ✓	F74	RED PREPACK CHEESE FOOTHILLS USA				4.19 ✓	177.70
36.000 ✓	F58	18/2 LB AMISH ROLL BUTTER USA				6.35 ✓	228.60
40.000 ✓	141	N.Y. DANISH BAG CABBAGE 50 LB USA				8.25 ✓	330.00
15.000 ✓	142	BOX GREEN CABBAGE 50 LB USA				13.50 ✓	202.50
15.000 ✓	164	LOOSE CARROTS 50 LB. USA				12.50 ✓	187.50
4.000	215	18 LB BLACK SEEDLESS GRAPES USA				18.75	75.00
25.000 ✓	303J	ONIONS RED JUMBO 25 LB. USA				8.75 ✓	218.75
1.000 ✓	N105	20/2 LB. RAW PEANUTS				41.50 ✓	41.50
3.000 ✓	466	PEPPER, BANANA USA				14.75 ✓	44.25
160.000 ✓	536	TOMATOES XL USA				14.75 ✓	2360.00
10.000 ✓	537	TOMATOES, GREEN USA				16.00 ✓	160.00
5.000 ✓	592	6 CT S/LESS W/MELONS BOX DOMINICAN REPUBLIC				12.00 ✓	60.00
6.000 ✓	DR22A	PINTO BEANS 100 LBS ND USA				47.50 ✓	285.00
25.000 ✓	SE1D	YUKON GOLD SEED POT 50 LB CANADA				15.00 ✓	375.00
25.000 ✓	SEEDTAX	"W.V. SEED FEE DECLARED AND PAID"				0.18 ✓	4.50
2.000 ✓	DR70	YELLOW EYE BEANS 25 LB. USA				41.00 ✓	82.00
20.000 ✓	543	15 LB HOT HOUSE TOMATOES CANADA				12.75 ✓	255.00
21.000 ✓	190	CORN YELLOW CARTON USA				12.50 ✓	262.50
21.000 ✓	189	CORN BI-COLOR USA				12.50 ✓	262.50

Invoice subtotal

6213.02

Invoice total

6213.02

Handwritten: 6138.02

A Finance Charge of 1 1/2% will be charged on balance over 30 days. Interest and attorney fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction under the PACA trust.

"The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received."



INVOICE

Completely obsessed
with produce

2925 Huntleigh Dr., Suite 204

Raleigh, NC 27604-3374

DJN

If you have questions, please contact:
Account Receivable Specialist

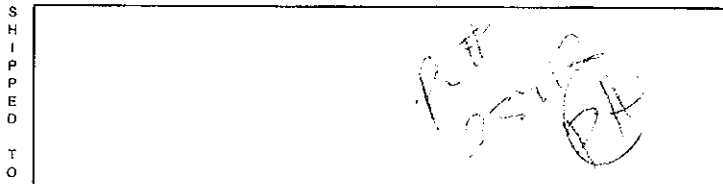
Megan Healy

Telephone: 800-822-2016 Extension: 4069

Fax: (919) 875-4044

megan.healy@lmcompanies.com

34862
Crook Brothers
599 Market Road
Beckley, WV 25801-8533



DATE	SALESPERSON	CUSTOMER PO #		PAYMENT DUE DATE	INVOICE #
5/11/09	Jim Sharer			5/11/09	1537058
DATE SHIPPED	SHIPPED VIA		FREIGHT TERMS	LOAD #	TERMS
4/30/09			FOB	W-7610.0	Net 10 Days
QUANTITY	DESCRIPTION			PRICE	EXTENSION
7.00	Apples - Braeburn 72 XF Prod of USA			10.90	76.30
7.00	Apples - Fuji 100 XF Prod of USA ✓			10.90 ✓	76.30
14.00	Apples - G. Smith 100 XF Prod of USA ✓			8.90 ✓	124.60
73.00	Apples - Gold Del 100 XF Prod of USA ✓			9.90 ✓	722.70
71.00	Apples - Gold Del 125 XF Prod of USA ✓			10.90 ✓	773.90
21.00	Apples - Gold Del 64 XF Prod of USA ✓			14.90 ✓	312.90
14.00	Apples - Gold Del 88 XF Prod of USA ✓			13.90 ✓	194.60
73.00	Apples - Red Del 100 FCY Prod of USA ✓			9.90 ✓	722.70
119.00	Apples - Red Del 125 XF Prod of USA ✓			10.90 ✓	1,297.10
14.00	Apples - Red Del 72 XF Prod of USA ✓			11.90 ✓	166.60
413.00					
413.00	Freight			5.30	2,188.90

6,656.60

5/26/09
Ch # 21877
6,656.60

REMIT TO: L & M Companies, Inc., P.O. Box 890474, Charlotte, NC 28289-0474

www.lmcompanies.com

PACA TERMS APPLY

Interest at 1.5% per month added to unpaid balance. Interest and attorneys fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction under the PACA trust.

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5C of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499 (e)(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities and any receivables or proceeds from the sale of these commodities until full payment is received.

PACIFIC SHORES PRODUCE LLC
6102 INNOVATION WAY
CARLSBAD, CA 92009

INVOICE

Invoice #: L1709
Invoice: May 20, 2009
Ship: May 20, 2009
Pay Terms: NET 10

Sold To: CROOK BROTHERS
599 MARKET ROAD
BECKLEY, WV 25801-8533

Ship To: CROOK BROTHERS
599 MARKET ROAD
BECKLEY, WV 25801-8533

Page 1 of 2

Sale Terms: DELIVERED	Salesperson: LEE ALISON	Carrier:	
Order: May 19, 2009	Via:	Trailer lic:	St:
Cust PO:	Currency: USD	Broker:	

Description	Quantity	UOM	Price	Amount
BROCCOLI CROWN CTN 14	48	ctn	11.00	528.00
STRAW CLAMSHELL CLAM 8/1#	216	ctn	11.65	2,516.40
CELERY SLEEVE CTN 30 COUNT	32	ctn	15.65	500.80
LEAF LETTUCE GREEN CTN 24	21	ctn	10.60	222.60
LEAF LETTUCE ROMAINE BLEND CTN 24	52	ctn	11.85	616.20
CILANTRO CTN 30'S	40	ctn	8.50	340.00
LETTUCE ICEBURG WRAP 24	120	ctn	11.85	1,422.00
LETTUCE ICEBURG LINER 24	240	ctn	10.85	2,604.00
GREEN ONION CTN 4/12 COUNT	10	ctn	12.55	125.50
PARSLEY CTN 60'S	3	ctn	11.00	33.00
CELERY CTN HEART	3	ctn	15.00	45.00
SPINACH CELLO CTN 12/10 oz.	10	ctn	12.05	120.50
SPINACH BABY CTN 4#	20	ctn	10.05	201.00
PEAS SNAP CTN N/S	4	ctn	16.95	67.80
CELERY CTN STICK <i>4x5^{lb}</i>	15	ctn	23.25	348.75
SALAD MIX MIX CTN	70	ctn	12.55	878.50
LETTUCE ICEBURG 1/8" SHRED CTN	70	ctn	11.55	808.50
CANTALOUPE CARTON 9	28	ctn	10.25	287.00
CANTALOUPE CARTON 12	56	ctn	10.25	574.00
CANTALOUPE CARTON 15	56	ctn	8.75	490.00
HONEYDEW CTN 6'S	60	ctn	9.25	555.00
ORANGE CTN 113 CHOICE	54	ctn	14.45	780.30
ORANGE CTN 72 FANCY	54	ctn	17.45	942.30
CAULIFLOW CTN 12'S	28	ctn	12.65	354.20

Please return a copy of this invoice with your remittance - Thank You

F.O.B. Good delivery standards apply to grade, quality and condition. Delivered as to price.

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5c of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C 499e). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Any claims for shortage, damage or condition will not be honored unless the problem is reported in writing to Seller within eight (8) hours of receipt of the product and a timely USDA inspection is performed on the product. Interest shall accrue on any past-due account balance at the rate of 1.5% per month (18% per annum). In the event collection action becomes necessary, Buyer agrees to pay all costs of collection, including attorney's fees.

Invoice

WOOD'S PRODUCE COMPANY

131 CHERRY CREEK ROAD
MEADOWS OF DAN, VA 24120-3866
(276) 952-2978-FAX (276) 952-2974



9,375.50

DATE

INVOICE #

05/18/09 133981

BILL TO:

SHIP TO:

CROOK BROTHERS

MULTI FRESH INC
599 MARKET ROAD
BECKLEY, WV 25801

304-252-7711
CELL 304-575-8899

*pd 965
CE 6/15/09*

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	If you have a problem with any item, you must call within 24 hours and get an adjustment number. There will be no adjustments without it.
	Net 15					

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
14.000	121	1/2 RUNNER BEANS BU USA	23.75	332.50
40.000	141	N.Y. DANISH BAG CABBAGE 50 LB USA.	10.00	400.00
5.000	143	RED CABBAGE 50 LB USA	12.75	63.75
42.000	189	CORN BI-COLOR USA	12.15	510.30
5.000	300H	5/10 LB VIDALIA ONIONS USA	23.50	117.50
2.000	297	ONIONS S.C. GREEN 24 CT USA	10.00	20.00
48.000	300A	40 LB VIDALIA ONIONS USA	17.25	828.00
5.000	365	POTATOES CALF. BAKER SZ. LONG WHITES 50 LB USA	17.00	85.00
50.000	375W	60 CT. WASHINGTON BAKERS USA	9.00	450.00
5.000	450A	PEACHES YELLOW BASKET/BOX USA	23.00	115.00
8.000	465	1/2 BU. JALAPENO PEPPER	14.50	116.00
40.000	497	4/2 LB CALF. STRAWBERRIES USA WITH PROTECTION	7.00	280.00
80.000	536	TOMATOES XL USA MISS JILLS	10.85	868.00
2.000	E5	12-1/2 DOZ. DOUBLE YOKE EGGS JUMBO B USA	17.50	35.00
3.000	590F	24" 60 CT S/LESS W/MELONS BIN HONDURAS	150.00	450.00
2	H21J	12/16 OZ BLUEBERRY HONEY GUNTERS USA	32.00	64.00
20.000	142	BOX GREEN CABBAGE 50 LB USA	12.00	240.00
20.000	142	BOX GREEN CABBAGE 50 LB USA	12.00	240.00

Invoice subtotal 5215.05

Invoice total 5215.05

Danny

A Finance Charge of 1½% will be charged on balance over 30 days. Interest and attorney fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction under the PACA trust.

"The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received."

Carolina Veg, Inc.

Post Office Box 13581

Columbia, SC 29201

INVOICE

Date 5/19/2009

Invoice Number 28548

P.O. Number

Bill To
Crook Brothers Multi-Fresh, Inc. 599 Market Road Beckley, WV 25801

Terms	Due Date	Shipped Via	Driver	F.O.B./Delivered	Tag Number
Net 10	5/29/2009	Williams Trk	Andy Williams	Delivered	P710449 SC
Quantity	Item Code	Description	Price Each	Amount	
50	1/2 Runner Beans	1/2 Runner Beans	24.00	1,200.00	
30	Cabbage	Cabbage	10.00	300.00	
42	Bi Color Corn	Bi Color Corn	12.00	504.00	
21	Pickle Cukes	Pickle Cukes	27.00	567.00	
6	Lope	Cantaloupe	190.00	1,140.00	
60	Peaches	Peaches	16.00	960.00	
40	Red Potatoes	R Red Potatoes	15.00	600.00	
80	Tomatoes	DD Tomatoes	5.50	440.00	
80	Tomatoes	Tasty Tomatoes	7.00	560.00	
240	5x6	GI 5x6	9.00	2,160.00	
80	6x6	RR 6x6	6.00	480.00	
80	Roma	SF Roma	6.00	480.00	
6	Watermelon	Seed Watermelon	160.00	960.00	
110	Watermelon	Watermelon	3.50	385.00	

Phone Number (803) 765-2902 Fax Number (803) 765-9663 Email: pamcarolinaveg@bellsouth.net

Total \$10,736.00

Payments/Credits \$0.00

Balance Due \$10,736.00

"The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930(7 U.S.C. 499c(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received."

Buyer agrees to pay all costs of collection, including attorneys' fees.

Interest shall accrue on any past-due account balance at the rate of 1.5% per month (18% per annum).

No claims for credits or adjustments can be considered unless the problem is reported in writing to Seller within eight (8) hours of receipt of the produce along with the written USDA inspection results.

BILL OF LADING / INVOICE

COPY

INC.
AY, BLDG M
A 30297



Invoice		Page		
Number	Date		of	
00940905	05/17/09	2	of	3

Customer Terms	Salesman
NET 21 DAY	DSF

Customer P.O.	Del P.O.

☒ Yes ☐ No



Consignee:
MULTI-FRESH, INC.
dba: CROOK BROS
599 MARKET ROAD
BECKLEY, WV 25801

Destination:
MULTI-FRESH, INC. 13
dba: CROOK BROS
599 MARKET ROAD
BECKLEY, WV 25801

Carrier: GENPRO TRUCKING CORP

Product Number	Origin	Description	Quantity	✓	Unit Price	Extended Price
05024	US-FL	PEPPER BANANA HOT 1/2BU	6	✓	11.000	66.00\
00979	US-FL	PEPPER POBLANO 10LB	5	✓	12.000	60.00\
00943	USA	POTATO RED #1-A FL.NEW CROP 50LB	4	✓	14.000	56.00\
00967	US-MS	SWEET POTATO #1 MS 40LB	10	✓	20.500	205.00\
02229	US-MS	SWEET POTATO WHITE #1 40LB	8	✓	23.000	184.00\
01415	US-FL	RADISH CELLO 14/1LB	5	✓	8.250	41.25\
01384	US-GA	ZUCCHINI MEDIUM USA CTN	5	✓	9.000	45.00\
07524	US-GA	SQUASH YELLOW C/N #2 26LB	5	✓	8.750	43.75\
03013	US-FL	TOMATO PLACE PACK JBO 25LB	160	✓	11.950	1912.00\
01580	US-FL	TOMATO VINE RIPE XLG 25LB	80	✓	7.950	636.00
01816	USA	TOMATO PLACE PACK XLG 25LB	80	✓	8.950	716.00\
01153	US-FL	TOMATO GREEN 25LB	15	✓	16.950	254.25\
01233	US-FL	TOMATO YELLOW 25LB	5	✓	22.950	114.75\
00033	US-WA	APPLE GOLD DEL WASH USXF 72CT	7	✓	19.750	138.25\
00059	US-WA	APPLE GOLD DEL WASH 2 1/4" 12/3LB	2	✓	16.000	32.00\
00109	US-WA	APPLE GR SMITH WASH 2 1/4" 12/3LB	2	✓	15.000	30.00\
02872	US-FL	CANTALOUPE LARGE ATHENA 24" BIN	6	✓	125.000	750.00\
02314	US-FL	GRAPEFRUIT RED FLA. RUBY 36CT	3	✓	13.250	39.75\
06579	MX	GRAPE PERLETTE MEXICAN 18LBS	10	✓	21.000	210.00\
06537	CL	GRAPE RED CRIMSON CHILE 18LBS	10	✓	21.000	210.00\

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 [7 U.S.C. 499a(c)]. The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until the full payment is received. I understand and authorize all dishonored checks plus a processing fee with applicable taxes to be electronically debited from my account.

Total Shipped

CONT

Subtotal

CONT

All past due invoices will incur interest charges of 1.5% per month. Customer must pay the attorney's fees and costs incurred in collection of all past due invoices. Interest and attorney's fees are sums owned in connection with this transaction.

Thank You

Tax

CONT

THE UNDERSIGNED HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ON THIS INVOICE AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS INVOICE.

of Pallets : CONT

Purchaser's Signature

Total

CONT



INVOICE

Correspondence To:

DEL MONTE FRESH PRODUCE N.A., INC.
P.O. BOX 149222
CORAL GABLES, FL 33114-9222
(305) 520-8400

Remit Payments To:

DEL MONTE FRESH PRODUCE N.A., INC.
33979 TREASURY CENTER
CHICAGO IL 60694-3900


Bill To

CROOK BROTHERS WHOLESale
599 Market Rd
Beckley WV 25801-8533

2.104

Ship To:

MULTI FRESH INC
599 MARKET ROAD

BECKLEY WV 258018533

6/9/09
CH# 21946
4,553.00

Page 1 of 1

Invoice #	Invoice Date	Ship Date	Order #	PO #1	PO #2	AWB/Trailer#	Manifest #
OMY9171	5/20/2009	5/19/2009	MY9171	KENNY			LMS0920

PRODUCT DESCRIPTION						OR	WHS	UP	SP	QTY	PRICE	TOTAL	
B	IP	40	DM	BANANAS	S QP	GU	CBW	CM	CB	15	\$15.00	\$225.00	
B	IP	40	DM	BANANAS	S	GU	CBW	CM	CB	30	\$15.00	\$450.00	
B		40	DM	BANANAS	S	EC	CBW	CM	CB	30	\$17.00	\$510.00	
P	007	OG	25	DM	FRESH PINEAPPLES	S	CR	CBW	CM	CB	70	\$10.50	\$735.00
CA	012		40	DM	CANTALOUPEs	S HP	CR	CBW	CM	CB	56	\$10.50	\$588.00
HD	006		28	NL	HONEYDEW	S	CR	CBW	OP	CB	40	\$10.50	\$420.00
G		CN		NL	GRAPES: CRIMSON 18#	L	CH	CBW	OP	CB	50	\$24.50	\$1,225.00
P	005	MD	25	DM	FRESH PINEAPPLES	S	CR	CBW	PM	CB	4	\$12.50	\$50.00
BP		R	11	NL	PEPPER: BELL RED 11#	L	CD	CBW	OP	CB	10	\$20.00	\$200.00
CK		HH	10	NL	CUCUMBERS: HOTHOUSE	L	CD	CBW	OP	CB	3	\$10.00	\$30.00
T	18C	HH	15	NL	TOMATOES: HOTHOUSE 18-25CT	L	CD	CBW	OP	CB	12	\$10.00	\$120.00
XP			65		BLUE CHEP PALLETS	S	US	CBW	CM	CB	3	\$0.00	\$0.00

Invoice Total Please Remit In U.S. Dollars

\$4,553.00

Sales Person: 424

Customer #/Code: 487860 /MULTIBECK

Trade Terms: D DELIVERED SALE

Order Type: DIRECT STORE DELIVERY

This Invoice Generated via EDI

TERMS: NET 10 DAYS FROM INVOICE DATE

All purchases made subject to Del Monte Fresh Produce N.A., Inc. Terms and Conditions of Sale. You may obtain a copy of the Terms and Conditions of Sale by writing to:
Del Monte Fresh Produce N.A., Inc. P.O. BOX 149222 Coral Gables, FL 33114-9222 Attn: Credit Department, or by calling (305) 520-8400

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7U.S.C. s499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities and any receivables or proceeds from the sale of these commodities until full payment is received.

Past due invoices shall accrue interest at 1 1/2% per month. If overdue accounts are referred to an attorney, you agree to pay our reasonable attorney's fees plus the cost of all legal action as an additional charge under the contract of sale covered by this invoice. Additionally, all interest and attorney's fees are sums owing in connection with the transaction.

ORIGINAL INVOICE

RFQ No. 44R90143

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (**West Virginia Code §61-5-3**), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: CROOK BROTHERS

Authorized Signature: Kenneth D. Crook

Date: 6/16/09

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code, §5A-3-37**. (Does not apply to construction contracts). **West Virginia Code, §5A-3-37**, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
☒ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
☒ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
☐ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**
☒ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: CROOK BROTHERS Signed: Kenneth W. Crook
 Date: 6/16/09 Title: President

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

**West Virginia Department of Health & Human Resources
FEDERAL PROGRAM PARTICIPATION ACKNOWLEDGMENT,
AUTHORIZATION, CONSENT, AND RELEASE**

No person who is currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs shall be hired by the West Virginia Department of Health and Human Resources.

I am ☐ am not ☒ currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs.

Kenneth D. Crook
Signature

6/16/09
Date

I authorize and consent to a background check by the West Virginia Department of Health and Human Resources specifically to determine whether I am currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs. If hired, I also agree to periodic conduct of additional such background checks during the course of employment by the West Virginia Department of Health and Human Resources.

I release any persons and the West Virginia Department of Health and Human Resources and its agents, officials, representatives, employees, officers, or related personnel both individually and collectively, from any and all liability for damages of any kind that may result because of compliance with this acknowledgment and authorization.

For positive identification purposes, the following information is required when conducting a background check. This information is confidential and will not be used for any other purposes (please print):

Name CROOK KENNETH D.
last name first name middle initial

Maiden/Other Names _____
(This should include other married names by which you have been known.)

Current Address P.O. Box 278 STANFORD WV
street/box# city state

NOTE: Your social security card must be presented for verification purposes.

Social Security # 233-04-8282 Date of Birth 11.26.61
month/day/year

Driver's License Number E092516 State of Issue WV

Kenneth D. Crook
Signature

6/16/09
Date

Contact Information	
Office Phone Number	304 252 7711
Fax Number	304 252 7711
Personnel Person	Kenneth Crook

Background Check Results	
HHS Match Outcome	<input checked="" type="checkbox"/> Positive <input type="checkbox"/> Negative
SSA Match Outcome	<input checked="" type="checkbox"/> Positive <input type="checkbox"/> Negative
Initial	
Date	

EMPLOYEE LEASING ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: Policy No.: WC10202980-04

Endorsement No.:

Insured: EIN RESOURCES LLC

Premium \$ (See Attached)

Insurance Company: BRICKSTREET MUTUAL INSURANCE COMPANY

Client

MULTIFRESH INC

Schedule**Address**

599 MARKET RD
BECKLEY WV 25801

NOTICE

This policy only provides coverage for your workers you lease to the Client shown in the schedule above. This policy does not provide coverage for your regular or direct employees. You must secure coverage under a separate policy for those workers.

This endorsement applies only when you have an existing contract to lease workers to others.

Part Six (Conditions) is changed by adding these conditions. The entity to which you lease workers is called the Client. You must provide us and we must maintain on file with this policy the following information in writing for the Client shown in the schedule above:

1. Contract effective date and term.
2. Client's name.
3. Client's Federal Employer Identification Number.
4. Client's work location address(es).
5. Name and social security number of each worker you leased to your Client, description of duties of each, work location of each, and estimated gross annual payroll of each.

Part Five (Premium) is changed by adding these provisions. The premium for this policy will be based on the risk classification, rates, and experience modification charged to the Client employer before the application of any credits.

For ratemaking purposes only, the claims experience and gross payroll of leased workers working for the benefit of your Client shall also be charged to the Client. The methodology for experience rating shall be determined in accordance with the law applicable to rate making.

You are obligated to maintain workers compensation coverage for your regular or direct employees under a separate policy.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/14/2009

PRODUCER BLOSS & DILLARD INC.		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED EIN RESOURCES LLC 113 GOFF MOUNTAIN RD, STE 301 CROSS LANES WV 25313		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: BRICKSTREET MUTUAL INSURANCE CO.	12372
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? YES If yes, describe under SPECIAL PROVISIONS below	WC10202980-04	1-1-2009	1-1-2010	<input checked="" type="checkbox"/> NO STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 600,000
OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
OFFICERS/OWNERS/PARTNERS EXCLUDED: 0

CERTIFICATE HOLDER IS ADDITIONAL INSURED

CERTIFICATE HOLDER

**MULTIFRESH INC
599 MARKET RD
BECKLEY WV 25801**

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **15** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



State of West Virginia

DEPARTMENT OF AGRICULTURE

Gus R. Douglass, Commissioner

Janet L. Fisher
Deputy Commissioner

Steve Hannah
Deputy Commissioner

June 17, 2009

To Whom It May Concern:

For the past several years, Multi-Fresh Inc. (Crook Bros.) has participated in a bid process to serve fresh apples to senior participants in West Virginia. We divided the state into four regions and request bids for each region. Multi-Fresh (Crook Bros.) has been awarded a portion of those regions or all of the regions in past years.

We have had no negative feedback from any of our participants with regards to the produce delivered. We do request feedback on the delivery of the produce as well as the condition of the produce. All feedback has been very positive.

Sincerely,

A handwritten signature in black ink, appearing to read "Connie J. Tolley", is written over a large, stylized circular flourish.

Connie J. Tolley
Executive Assistant
Marketing & Development Division

06/15/2009 12:37 2304034
ADAM L. H. 06/15/2009



Child Nutrition

2001 S. Kanawha Street, Beckley WV 25801

<http://boe.ralc.k12.wv.us>

Raleigh County Schools
2001 S. Kanawha Street
Beckley, WV 25801
June 16, 2009

Dear To Whom It May Concern:

I am happy to recommend Crook Brothers to your company.

I have had the pleasure of working with Crook Brothers in Beckley for several years. The produce for our Child Nutrition Program is bid weekly. Crook Brothers has been efficient in the bidding process and competitive in pricing. They have been willing to do whatever was needed deliver to our 28 schools in a timely fashion. Their items have been fresh and very acceptable. Because there are sometimes last-minute produce needs we have been able to depend on Crook Brothers locally to meet those needs.

Crook Brothers deserves serious consideration and I recommend them highly.

Sincerely,



Rose M. Cook
Child Nutrition Director, Raleigh County Schools

AMENDED DECLARATIONS * * EFFECTIVE 05/21/09
ATTACH THIS TO YOUR POLICY.

REASON FOR AMENDMENT SEE *** ON FIRST DECLARATIONS PAGE

EE1152 APPALACHIAN INS AGY 02/13/09 TO 02/13/10 Q38 6390009 W

MULTI FRESH INC
599 MARKET RD
BECKLEY WV 25801-8533

POLICY PERIOD BEGINS AND ENDS AT 12.01 A.M. STANDARD TIME AT THE STATED ADDRESS OF THE NAMED INSURED.

THE INSURANCE APPLIES TO THOSE PREMISES DESCRIBED BELOW. THIS IS SUBJECT TO ALL APPLICABLE TERMS OF THE POLICY AND ATTACHED FORMS AND ENDORSEMENTS.

DEDUCTIBLE (PROPERTY PROTECTION ONLY)- \$ 200.

COVERAGES:

PROPERTY PROTECTION - AS PER THE ATTACHED SUPPLEMENTAL DECLARATIONS	PREMIUMS
1. BUILDINGS	\$
2. BUSINESS PERSONAL PROPERTY AND PERSONAL PROPERTY OF OTHERS	\$ INCL.
3. INCOME PROTECTION	\$ INCL.

LIMITS OF INSURANCE	\$	INCL.
EACH OCCURRENCE LIMIT	\$ 1,000,000	
DAMAGE TO PREMISES		
RENTED TO YOU LIMIT	\$ 1,000,000	ANY ONE PREMISES
MEDICAL EXPENSE LIMIT	\$ 5,000	ANY ONE PERSON
PERSONAL & ADVERTISING INJURY LIMIT	\$ 1,000,000	ANY ONE PERSON OR ORGANIZATION
GENERAL AGGREGATE LIMIT	\$ 2,000,000	
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000	
OPTIONAL COVERAGES - SEE NEXT PAGE		

***ADDED ADD'L INSD K&W CORP

SURCHARGE IMPOSED BY THE ST OF WV	\$	3.92
TOTAL ANNUAL PREMIUM - - - - -	\$	715.92

NO DIFFERENCE IN PREMIUM DUE TO THE CHANGE - - - - -	\$	0.00
--	----	------

APPLICABLE FORMS - SEE SCHEDULE OF FORMS



U.S. DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICE
FRUIT & VEGETABLE PROGRAMS, P.A.C.A. BRANCH
NATIONAL LICENSE CENTER
8700 CENTREVILLE ROAD, SUITE 202
MANASSAS, VA 20110-8411
(800) 495-PACA

LICENSE CERTIFICATE
(Issued Under the Perishable Agricultural
Commodities Act - 7 U.S.C. 499a - 499s)

1. LICENSE NO.	2. ANNIVERSARY DATE	3. TYPE OF BUSINESS	4. NATURE OF BUSINESS	5. OWNERSHIP TYPE	6. NO. OF BRANCHES
19980519	01-26-2010	FRESH FRUITS & VEGS	WHOLESALE DEALER	CORPORATION	0

MULTIFRESH INC
599 MARKET RD
BECKLEY

WV 25801-0000

BUS: 599 MARKET RD
BECKLEY

WV 25801-0000

*Read
"NOTICE TO LICENSEE"
on reverse side*

*LICENSEE:
Please examine this Certificate
for accuracy.
Report errors to P.A.C.A. Office
at above address*

Phone: (304) 252-7711 Fax: (304) 929-5105 Email:

EIN : 550693814

STATE IN WHICH INCORPORATED OR FORMED
WEST VIRGINIA

DATE INCORPORATED
10-16-1989

PRINCIPALS - OWNERS, PARTNERS, OFFICERS, DIRECTORS, MEMBERS, AND HOLDERS OF MORE THAN 10% OF STOCK

NAME (LAST - FIRST - MIDDLE INITIAL)	TITLE
CROOK KEITH W	VPD
CROOK KENNETH D	P

MULTIPLE TRADE NAMES AND BRANCHES :

This is to certify that the above is licensed under the Perishable Agricultural Commodities Act, 1930, to handle fresh and frozen fruits and vegetables as a commission merchant and/or dealer, and/or broker as defined in said Act until such time as this license is suspended, revoked or terminated.

DEPUTY ADMINISTRATOR, FRUIT & VEGETABLE PROGRAMS

FV-231
(10-02)
CG: HFDL

2007

**WEST VIRGINIA
STATE TAX DEPARTMENT**

2009

**BUSINESS REGISTRATION
CERTIFICATE**

ISSUED TO:
**MULTIFRESH INC
DBA BECKLEY FARMERS MARKET
599 MARKET ROAD
BECKLEY, WV 25801**

BUSINESS REGISTRATION ACCOUNT NUMBER: 1040-8167

This certificate is issued for the registration period beginning: **July 1, 2007**

This certificate is valid until: **June 30, 2009**

*This business registration certificate is issued by
the West Virginia State Tax Commissioner
in accordance with Chapter 11, Article 12 of the West Virginia Code.*

*The person or organization identified on this certificate is registered
to conduct business in the State of West Virginia at the location above.*

This certificate is not transferrable and must be displayed at the location for which issued.

**ENGAGING IN BUSINESS WITHOUT CONSPICUOUSLY POSTING A WEST VIRGINIA BUSINESS
REGISTRATION CERTIFICATE IN THE PLACE OF BUSINESS IS A CRIME AND MAY SUBJECT YOU
TO FINES PER W. VA. CODE § 11-9.**

**TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of
this certificate displayed at every job site within West Virginia.**

AMENDED DECLARATIONS * * EFFECTIVE 05/21/09
ATTACH THIS TO YOUR POLICY.

REASON FOR AMENDMENT SEE *** ON FIRST DECLARATIONS PAGE

EE1152 APPALACHIAN INS AGY 02/13/09 TO 02/13/10 Q38 6390009 W

MULTI FRESH INC
599 MARKET RD
BECKLEY WV 25801-8533

SUPPLEMENTAL DECLARATIONS

LOCATION OF PREMISES	LOCATION 1, BUILDING 1 OCCUPANCY/OPERATIONS
E/S RT 19 BEHIND DR PEPPER PLANT BRADLEY PROSPERITY FD RALEIGH CO, WV 25801	PRODUCE DEALER

INTEREST OF NAMED INSURED IN SUCH PREMISES - GENERAL LESSEE

COVERAGES	PROPERTY PROTECTION AMOUNT OF INSURANCE
1. BUILDINGS	\$ NIL
2. BUSINESS PERSONAL PROPERTY AND PERSONAL PROPERTY OF OTHERS	\$ 25,000
3. INCOME PROTECTION	ACTUAL LOSS SUSTAINED

OPTIONAL COVERAGES - PROPERTY PROTECTION

OTHER INTERESTS
LOSS PAYEE
BANK OF MT HOPE INC
204 PINWOOD DR
BECKLEY WV 25801-7119

AMENDED DECLARATIONS
ATTACH THIS TO YOUR POLICY.

* * EFFECTIVE 05/21/09

ERIE INS PROP/CAS CO
ULTRAPACK POLICY

REASON FOR AMENDMENT SEE *** ON FIRST DECLARATIONS PAGE

EE 1152 APPALACHIAN INS AGY

02/13/09 TO 02/13/10 Q38 6390009 W

MULTI FRESH INC
599 MARKET RD
BECKLEY WV 25801-8533

SCHEDULE OF FORMS

FORM NUMBER	EDITION DATE	DESCRIPTION
UF4975	08/08	IMPORTANT NOTICE - ULTRAPACK PROPERTY COVERAGE PART
ULP	02/02	ULTRAPACK BUSINESS POLICY
PK0001	08/08	ULTRAPACK COMMERCIAL PROPERTY COVERAGE PART
PK0003	04/08	ULTRAPACK EXTRA LIABILITY COVERAGES
GU111	04/06	ULTRAPACK COMMERCIAL PROPERTY COVERAGE PART AMENDATORY ENDORSEMENT
CG2662	09/02	WEST VIRGINIA CHANGES - BINDING ARBITRATION
CG0001	10/01	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG2147	07/98	EMPLOYMENT - RELATED PRACTICES EXCLUSION
GU113	07/06	SILICA OR SILICA-RELATED DUST EXCLUSION
GU124	12/07	EXPANDED EXCEPTION TO POLLUTION EXCLUSION
CG2167	04/02	FUNGI OR BACTERIA EXCLUSION
CG0062	12/02	WAR LIABILITY EXCLUSION
UF4842	04/08	IMPORTANT NOTICE - ULTRAPACK EXTRA LIABILITY COVERAGES
GU42	01/06	WEST VIRGINIA - IMPORTANT NOTICE (SENATE BILL NO. 418 SURCHARGE)
IL0281	04/89	WEST VIRGINIA CHANGES - CANCELLATION
GU32	03/01	EXCLUSION - LEAD LIABILITY
UF9632*	07/05	WEST VIRGINIA IMPORTANT NOTICE - NO FLOOD COVERAGE

AMENDED DECLARATIONS * * EFFECTIVE 05/21/09
ATTACH THIS TO YOUR POLICY.

REASON FOR AMENDMENT SEE *** ON FIRST DECLARATIONS PAGE

AGRY

AGRY

AGRY

EE1152 APPALACHIAN INS AGY 02/13/09 TO 02/13/10 Q38 6390009 W

THIS IS A NAMED INSURED AND IS COVERED

THIS IS A NAMED INSURED AND IS COVERED

MULTI FRESH INC
599 MARKET RD
BECKLEY WV 25801-8533

SCHEDULE OF FORMS (CONTINUED)

FORM NUMBER	EDITION DATE	DESCRIPTION
CG2015	07/04	ADDITIONAL INSURED - VENDORS
C100WV	11/02	INLAND MARINE GENERAL CONDITIONS
IMAH	08/03	EXCLUSION - FUNGUS, WET ROT AND BACTERIA
MT201NP	11/05	MOTOR TRUCK CARGO OWNERS AND TRUCKMENS COVERAGE - NAMED PERILS - OWNERS COVERAGE AND LEGAL LIABILITY COVERAGE FOR CARGO IN TRANSIT
CG2404	10/93	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US