INDEPENDENT TRUCKER AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 200__, by and between CoMark Grain Marketing L.L.C., a limited liability company with its principal place of business at 106 East South Ave., Cheney, Sedgwick County, Kansas, hereinafter referred to as "CGM" and _____, doing business as _____, with a principal place of business at _____, _____, _____ County, _____, hereinafter referred to as "Trucker".

WHEREAS, Trucker has the equipment, personnel, trucks and permits necessary for the purposes of this Contract, below, and

WHEREAS, CGM desires to contract with and engage Trucker as an independent contractor for the purposes set forth below.

WITNESSETH, that in consideration of the mutual promises, and covenants herein it is hereby agreed and contracted:

1. PURPOSE. The purpose of this Agreement is to provide for the transport of cargo and other truck freight in accordance with contracts and commitments which may be hereafter negotiated between the parties subject to this Agreement, and Trucker represents and warrants that Trucker has the truck(s) and equipment, and the licenses and permits necessary to accomplish such purpose.

2. RATE/PAYMENT. CGM agrees to pay Trucker for successful completion of the purposes of this Agreement in accordance with the rate schedule hereto annexed.

3. LIABILITY AND CARGO INSURANCE. Trucker shall, at his cost and expense, obtain and maintain insurance that shall cover the risks of liability for injury or damage to persons or property, including cargo insurance, with such carriers and in such amounts as are reasonably acceptable to CGM; such insurance shall be kept in full force and effect during the term of this Agreement, and Trucker shall supply to CGM a copy of such policy of insurance and endorsements thereto, and at CGM's request, CGM shall be included as additional named insured, and subrogation against CGM shall be waived by the insurance carrier(s).

4. INDEPENDENT CONTRACTOR. This Agreement does not constitute and shall not be construed as constituting or creating an employer/employee relationship between CGM and Trucker. CGM may have the right to direct the results which are to be accomplished by Trucker in fulfilling its duties and responsibilities hereunder. Trucker agrees to obtain and maintain such workers compensation insurance or alternate medical insurance, as may be required by law, and Trucker will provide CGM with satisfactory evidence of such insurance, and Trucker agrees to indemnify and hold CGM harmless from any claim that CGM should provide, or should have provided workers compensation insurance coverage or benefits because of the application of this Agreement, and the terms of this paragraph are continuing in nature and shall survive the terms of this Agreement.

5. TERM. This Agreement shall be month-to-month, but may be sooner terminated by either party following the completion of any existing commitments after ten (10) days notice to the other.

6. INDEMNITY. Trucker agrees to indemnify, defend, and hold CGM harmless from any and all liabilities which CGM may incur as a result of any acts or failures to act, or negligence on the part of Trucker and this obligation on the part of Trucker is continuing and shall survive the expiration of the term of this Agreement.

7. LICENSES AND PERMITS. Trucker shall, during the entire term of this Agreement, and any extension thereof, obtain and maintain in full force and effect, at its sole expense, all licenses and permits which are required for the operation of said equipment.

8. SAFE OPERATION. All equipment and machinery, which are subject to this Agreement shall at all times be maintained, operated by Trucker in a safe manner, and will be kept in such condition at all times to meet all safety rules and regulations and all other maintenance and operational rules and regulations.

9. GOVERNING LAW. The laws of the State of Kansas shall govern the interpretation and construction of this Agreement.

10. MISCELLANEOUS.

a. This contract is not exclusive, and Trucker may perform as stated above for multiple third parties, and for the general public, and

b. Trucker is not required to perform on CGM's premises.

c. Trucker will hire and provide and supervise and pay its assistants and any and all personnel required to perform the purposes of this Agreement.

d. CGM does not guarantee Trucker a profit, and all consideration for this Agreement as provided at paragraph 2 above.

IN WITNESSETH WHEREOF the parties have hereto subscribed by and through their duly authorized representative, the day and year first above written:

TRUCKER: _____

By: _____

Comark Grain Marketing LLC: _____

By: _____