

## SUCCESSOR'S AGREEMENT

See Page 2 for Privacy Act and Public Burden Statements.

**THIS AGREEMENT**, made and entered into \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
(1A) (Month) (1B) (Day) (1C) (Year)  
by and between Commodity Credit Corporation (CCC) and the United States Department of Agriculture ("Government") and  
(2) \_\_\_\_\_ (hereinafter referred to as the "Warehouse Operator"),  
successor to (3) \_\_\_\_\_ (hereinafter referred to as the "Predecessor").

The Predecessor entered into:

- (4A) ☐ Uniform Grain and Rice Storage Agreement, No. AG \_\_\_\_\_ - 3 - CCC- \_\_\_\_\_
- (4B) ☐ Cotton Storage Agreement, No. \_\_\_\_\_
- (4C) ☐ Processed Commodities Storage Agreement, No. \_\_\_\_\_
- (4D) ☐ \_\_\_\_\_, No. \_\_\_\_\_

with the Government, dated \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ for the storage of (6) \_\_\_\_\_  
(5A) (Month) (5B) (Day) (5C) (Year)  
(hereinafter referred to as the "commodity") in a warehouse(s) located at (7) \_\_\_\_\_  
\_\_\_\_\_ ("Warehouse"), and warehouse receipts representing such commodity, issued by the  
Predecessor, may still be outstanding.

The Government's obligation for storage and other charges is as stated in such Agreement with the Predecessor. The Warehouse Operator has succeeded to the interest of the Predecessor, has assumed all of the rights and obligations of the Predecessor under such Agreement, and is now operating the warehouse.

In consideration of the execution of a (8) \_\_\_\_\_

Agreement by and between the Government and the Warehouse Operator, and for other good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

1. The Warehouse Operator shall assume liability for delivery of the commodity identified by all outstanding warehouse receipts issued by the Predecessor.
2. The Warehouse Operator shall continue, under the terms and conditions of the storage Agreement between the Government and the Warehouse Operator, to provide storage for any quantity of the commodity remaining in the warehouse pursuant to the storage Agreement between the Government and the Predecessor.
3. Notwithstanding the provisions of the storage Agreement between CCC and the Warehouse Operator, the beginning date for computing storage charges payable by the Government under such Agreement with respect to any commodity stored with the Predecessor shall be the same as under the storage Agreement between the Government and Predecessor.
4. The Warehouse Operator shall be liable to the Government for the payment of any claims which the Government may have under the provisions of the storage Agreement between the Government and the Predecessor or in connection with warehouse receipts issued by the Predecessor.
5. Nothing herein contained shall be considered to be an assignment of the storage Agreement between the Government and the Predecessor, nor shall the provisions hereof constitute a waiver of any rights of the Government, or causes of action by the Government, against the Predecessor arising from the performance, or failure of performance, of any of the terms or conditions of such storage Agreement.

### 9. WAREHOUSE OPERATOR

- A. \_\_\_\_\_  
(COMPANY NAME)
- B. \_\_\_\_\_  
(SIGNATURE OF WAREHOUSE OPERATOR)
- C. \_\_\_\_\_  
(TITLE)

### 10. COMMODITY CREDIT CORPORATION

- A. By \_\_\_\_\_  
(CONTRACTING OFFICER)
- B. Effective Date (MM-DD-YYYY) \_\_\_\_\_

**NOTE:** The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a). The authority for requesting this information is the Commodity Credit Corporation (CCC) Charter Act (15 USC 714 et seq.) and the regulations promulgated thereunder (7 CFR Parts 1421, 1423 and 1427). The information will be used to complete the terms of an agreement between the warehouse operator and CCC. Furnishing the information is voluntary, however, without it, eligibility to enter into an agreement with CCC cannot be determined, and the agreement will be denied. In addition to the routine uses published in the Federal Register for this information, the information on this form may be provided to the IRS, the Department of Justice, other governmental agencies, other State or Federal Law enforcement agencies, and in response to a court magistrate, or administrative tribunal. All information provided herein is subject to verification by the CCC. The provisions of criminal and civil fraud statutes include, but are not limited to, 18 USC 286, 287, 371, 651, 1001, 15 USC 714m, and 31 USC 3729. **RETURN THIS COMPLETED FORM TO: [warehousing@usda.gov](mailto:warehousing@usda.gov) or THE WAREHOUSE AND COMMODITY MANAGEMENT DIVISION, Beacon Facility, PO BOX 419205 STOP 9148, KANSAS CITY, MO 64141-6205.**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.