

UNITED STATES SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D. C. 20549

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES  
EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2013  
OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES  
EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number 1-44



**ARCHER-DANIELS-MIDLAND COMPANY**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of  
incorporation or organization)

**41-0129150**

(I. R. S. Employer  
Identification No.)

**4666 Faries Parkway Box 1470**

**Decatur, Illinois**

(Address of principal executive offices)

**62525**

(Zip Code)

**(217) 424-5200**

(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☒ No ☐.

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes ☒ No ☐.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer, or a smaller reporting company. See definition of "large accelerated filer", "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer ☒

Accelerated Filer ☐

Non-accelerated Filer ☐

Smaller reporting Company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes ☐ No ☒.

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Common Stock, no par value – 659,029,761 shares  
(April 30, 2013)

# PART I - FINANCIAL INFORMATION

## ITEM 1. FINANCIAL STATEMENTS

### Archer-Daniels-Midland Company

#### Consolidated Statements of Earnings (Unaudited)

	Three Months Ended March 31,	
	2013	2012
	(In millions, except per share amounts)	
Net sales and other operating income	\$ 21,727	\$ 21,155
Cost of products sold	<u>20,971</u>	<u>20,147</u>
<b>Gross Profit</b>	<b>756</b>	<b>1,008</b>
Selling, general, and administrative expenses	436	402
Asset impairment, exit, and restructuring costs	-	85
Interest expense	106	116
Equity in earnings of unconsolidated affiliates	(137)	(115)
Interest income	(27)	(26)
Other (income) expense – net	<u>3</u>	<u>(22)</u>
<b>Earnings Before Income Taxes</b>	<b>375</b>	<b>568</b>
Income taxes	<u>105</u>	<u>163</u>
<b>Net Earnings Including Noncontrolling Interests</b>	<b>270</b>	<b>405</b>
Less: Net earnings attributable to noncontrolling interests	<u>1</u>	<u>6</u>
<b>Net Earnings Attributable to Controlling Interests</b>	<b><u>\$ 269</u></b>	<b><u>\$ 399</u></b>
Average number of shares outstanding – basic	661	662
Average number of shares outstanding – diluted	662	663
Basic and diluted earnings per common share	\$0.41	\$0.60
Dividends per common share	\$0.19	\$0.175

See notes to consolidated financial statements.

**Archer-Daniels-Midland Company**

**Consolidated Statements of Comprehensive Income (Loss)**  
**(Unaudited)**

	<b>Three Months Ended</b>	
	<b>March 31,</b>	
	<b>2013</b>	<b>2012</b>
	<hr/> (In millions) <hr/>	
Net earnings including noncontrolling interests	\$ 270	\$ 405
Other comprehensive income (loss):		
Foreign currency translation adjustment	(154)	218
Tax effect	<u>3</u>	<u>57</u>
Net of tax amount	<u>(151)</u>	275
 Pension and other postretirement benefit liabilities adjustment	 21	 (168)
Tax effect	<u>(1)</u>	<u>65</u>
Net of tax amount	<u>20</u>	(103)
 Deferred gain (loss) on hedging activities	 11	 (41)
Tax effect	<u>(4)</u>	<u>15</u>
Net of tax effect	<u>7</u>	(26)
 Unrealized gain (loss) on investments	 (37)	 (7)
Tax effect	<u>11</u>	<u>3</u>
Net of tax effect	<u>(26)</u>	<u>(4)</u>
Other comprehensive income (loss)	<u>(150)</u>	142
Comprehensive income (loss)	<u>120</u>	547
 Less: Comprehensive income (loss) attributable to noncontrolling interests	 <u>(8)</u>	 <u>8</u>
Comprehensive income (loss) attributable to controlling interests	<u>\$ 128</u>	<u>\$ 539</u>

See notes to consolidated financial statements.

# Archer-Daniels-Midland Company

## Consolidated Balance Sheets

	(Unaudited) March 31, 2013	December 31, 2012
	(In millions)	
<b>Assets</b>		
Current Assets		
Cash and cash equivalents	\$ 1,448	\$ 1,714
Short-term marketable securities	183	576
Segregated cash and investments	3,858	3,638
Trade receivables	3,553	3,450
Inventories	12,408	13,836
Other current assets	6,415	6,548
Total Current Assets	<u>27,865</u>	<u>29,762</u>
Investments and Other Assets		
Investments in and advances to affiliates	3,252	3,170
Long-term marketable securities	683	717
Goodwill	544	551
Other assets	760	813
Total Investments and Other Assets	<u>5,239</u>	<u>5,251</u>
Property, Plant, and Equipment		
Land	389	378
Buildings	4,626	4,807
Machinery and equipment	17,293	16,984
Construction in progress	945	1,004
	<u>23,253</u>	<u>23,173</u>
Accumulated depreciation	(13,131)	(13,050)
Net Property, Plant, and Equipment	<u>10,122</u>	<u>10,123</u>
<b>Total Assets</b>	<u><b>\$ 43,226</b></u>	<u><b>\$ 45,136</b></u>
<b>Liabilities and Shareholders' Equity</b>		
Current Liabilities		
Short-term debt	\$ 2,358	\$ 2,816
Trade payables	3,474	4,787
Accrued expenses and other payables	9,179	9,122
Current maturities of long-term debt	1,131	268
Total Current Liabilities	<u>16,142</u>	<u>16,993</u>
Long-Term Liabilities		
Long-term debt	5,374	6,456
Deferred income taxes	1,256	1,267
Other	1,478	1,289
Total Long-Term Liabilities	<u>8,108</u>	<u>9,012</u>
Shareholders' Equity		
Common stock	6,175	6,134
Reinvested earnings	13,369	13,236
Accumulated other comprehensive income (loss)	(591)	(450)
Noncontrolling interests	23	211
Total Shareholders' Equity	<u>18,976</u>	<u>19,131</u>
<b>Total Liabilities and Shareholders' Equity</b>	<u><b>\$ 43,226</b></u>	<u><b>\$ 45,136</b></u>

See notes to consolidated financial statements.

**Archer-Daniels-Midland Company**

**Consolidated Statements of Cash Flows  
(Unaudited)**

	<b>Three Months Ended March 31,</b>	
	<b>2013</b>	<b>2012</b>
	<hr/> (In millions) <hr/>	
<b>Operating Activities</b>		
Net earnings including noncontrolling interests	\$ 270	\$ 405
Adjustments to reconcile net earnings to net cash provided by (used in) operating activities		
Depreciation and amortization	227	214
Asset impairment charges	-	16
Deferred income taxes	(6)	20
Equity in earnings of affiliates, net of dividends	(79)	(102)
Stock compensation expense	15	7
Pension and postretirement accruals, net	8	66
Deferred cash flow hedges	12	(43)
Other – net	(85)	(64)
Changes in operating assets and liabilities, net of businesses acquired		
Segregated cash and investments	(243)	(84)
Trade receivables	(146)	2,170
Inventories	1,386	(629)
Other current assets	81	(1,354)
Trade payables	(1,552)	(1,071)
Accrued expenses and other payables	469	(334)
Total Operating Activities	<hr/> 357	<hr/> (783)
<b>Investing Activities</b>		
Purchases of property, plant, and equipment	(248)	(341)
Proceeds from sales of property, plant, and equipment	10	15
Net assets of businesses acquired	(16)	(33)
Purchases of marketable securities	(115)	(241)
Proceeds from sales of marketable securities	506	442
Other – net	32	(5)
Total Investing Activities	<hr/> 169	<hr/> (163)
<b>Financing Activities</b>		
Long-term debt borrowings	17	4
Long-term debt payments	(250)	(51)
Net borrowings (payments) under lines of credit agreements	(441)	1,112
Purchases of treasury stock	-	(56)
Cash dividends	(125)	(115)
Other – net	7	6
Total Financing Activities	<hr/> (792)	<hr/> 900
Increase (decrease) in cash and cash equivalents	(266)	(46)
Cash and cash equivalents beginning of period	1,714	864
Cash and cash equivalents end of period	<hr/> \$ 1,448	<hr/> \$ 818

See notes to consolidated financial statements.

**Archer-Daniels-Midland-Company**

**Consolidated Statement of Shareholders' Equity  
(Unaudited)**

	<u>Common Stock</u>		<u>Reinvested Earnings</u>	<u>Accumulated Other Comprehensive Income (Loss)</u> (In millions)	<u>Noncontrolling Interests</u>	<u>Total Shareholders' Equity</u>
	<u>Shares</u>	<u>Amount</u>				
Balance December 31, 2012	659	\$ 6,134	\$ 13,236	\$ (450)	\$ 211	\$ 19,131
Comprehensive income						
Net earnings			269		1	
Other comprehensive income				(141)	(9)	
Total comprehensive income						120
Cash dividends paid-\$0.19 per share			(125)			(125)
Stock compensation expense		15				15
Noncontrolling interests associated with mandatorily redeemable instruments					(180)	(180)
Other		26	(11)			15
Balance March 31, 2013	<u>659</u>	<u>\$ 6,175</u>	<u>\$ 13,369</u>	<u>\$ (591)</u>	<u>\$ 23</u>	<u>\$ 18,976</u>

See notes to consolidated financial statements.

# Archer-Daniels-Midland Company

## Notes to Consolidated Financial Statements (Unaudited)

### Note 1. Basis of Presentation

The accompanying unaudited consolidated financial statements have been prepared in accordance with generally accepted accounting principles for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, these statements do not include all of the information and footnotes required by generally accepted accounting principles for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation have been included. Operating results for the quarter ended March 31, 2013 are not necessarily indicative of the results that may be expected for the year ending December 31, 2013. For further information, refer to the consolidated financial statements and footnotes thereto included in the Company's transition report on Form 10-KT for the six months ended December 31, 2012.

Effective this quarter, the noncontrolling interest of certain of the Company's less than wholly-owned subsidiaries was subject to a mandatorily redeemable put option. As a result, the Company reclassified \$180 million of noncontrolling interest in shareholders' equity to long-term liabilities at March 31, 2013.

#### *Adoption of New Accounting Standards*

Effective January 1, 2013, the Company adopted the amended guidance of Accounting Standards Codification (ASC) Topic 220, *Comprehensive Income*, which requires the Company to present, either on the face of the consolidated statement of earnings or in the notes, the effect on the line items of net income of significant amounts reclassified out of accumulated other comprehensive income. The adoption of this amended guidance requires expanded disclosures in the Company's consolidated financial statements but does not impact results (see Note 11).

#### *Last-in, First-out (LIFO) Inventories*

Interim period LIFO calculations are based on interim period costs and management's estimates of year-end inventory levels. Because the availability and price of agricultural commodity-based LIFO inventories are unpredictable due to factors such as weather, government farm programs and policies, and changes in global demand, quantities of LIFO-based inventories at interim periods may vary significantly from management's estimates of year-end inventory levels.

### Note 2. Pending Accounting Standards

Effective January 1, 2014, the Company will be required to adopt the amended guidance of ASC Topic 830, *Foreign Currency Matters* (Topic 830), which requires the Company to transfer currency translation adjustments from other comprehensive income into net income in certain circumstances. The amended guidance aims to resolve diversity in practice as to whether ASC Topic 810, *Consolidation* or Topic 830 applies to the release of the cumulative translation adjustment into net income when a parent either sells a part or all of its investment in a foreign entity, or no longer holds a controlling financial interest in a subsidiary or group of assets that is a nonprofit activity or a business. The Company will be required to apply the amended guidance prospectively. The Company does not expect any impact on its financial results as a result of the adoption of this amended guidance.

Effective January 1, 2014, the Company will be required to adopt the amended guidance of ASC Topic 405, *Liabilities*, which addresses the recognition, measurement, and disclosure of obligations resulting from joint and several liability arrangements, for which the total amount under the arrangement is fixed at the reporting date. The amended guidance aims to resolve diversity in practice among companies that are subject to joint and several liabilities. The Company will be required to apply the amended guidance retrospectively to all prior periods presented. The Company has not determined the impact on its financial results as a result of the adoption of this amended guidance.

**Archer-Daniels-Midland Company**

**Notes to Consolidated Financial Statements (Continued)**  
**(Unaudited)**

**Note 3. Acquisitions**

During the three months ended March 31, 2013, the Company acquired one business for a total cost of \$16 million and recorded a preliminary allocation of the purchase price related to this acquisition.

The net cash purchase price for the acquisition of \$16 million was preliminarily allocated to working capital.

**Note 4. Fair Value Measurements**

The following tables set forth, by level, the Company's assets and liabilities that were accounted for at fair value on a recurring basis as of March 31, 2013 and December 31, 2012.

**Fair Value Measurements at March 31, 2013**

	<b>Quoted Prices in Active Markets for Identical Assets (Level 1)</b>	<b>Significant Other Observable Inputs (Level 2)</b>	<b>Significant Unobservable Inputs (Level 3)</b>	<b>Total</b>
	<b>(In millions)</b>			
<b>Assets:</b>				
Inventories carried at market	\$ —	\$ 4,746	\$ 2,022	\$ 6,768
<b>Unrealized derivative gains:</b>				
Commodity contracts	1,230	757	223	2,210
Foreign exchange contracts	—	181	—	181
Interest rate contracts	—	1	—	1
Marketable securities	2,045	17	—	2,062
Deferred receivables consideration	—	597	—	597
<b>Total Assets</b>	<b>\$ 3,275</b>	<b>\$ 6,299</b>	<b>\$ 2,245</b>	<b>\$ 11,819</b>
<b>Liabilities:</b>				
<b>Unrealized derivative losses:</b>				
Commodity contracts	\$ 1,445	\$ 634	\$ 171	\$ 2,250
Foreign exchange contracts	—	126	—	126
Inventory-related payables	—	547	216	763
<b>Total Liabilities</b>	<b>\$ 1,445</b>	<b>\$ 1,307</b>	<b>\$ 387</b>	<b>\$ 3,139</b>



**Archer-Daniels-Midland Company**

**Notes to Consolidated Financial Statements (Continued)**  
**(Unaudited)**

**Note 4. Fair Value Measurements (Continued)**

<b>Fair Value Measurements at December 31, 2012</b>				
	<b>Quoted Prices in Active Markets for Identical Assets (Level 1)</b>	<b>Significant Other Observable Inputs (Level 2)</b>	<b>Significant Unobservable Inputs (Level 3)</b>	<b>Total</b>
	(In millions)			
<b>Assets:</b>				
Inventories carried at market	\$ —	\$ 5,291	\$ 1,745	\$ 7,036
Unrealized derivative gains:				
Commodity contracts	1,426	936	143	2,505
Foreign exchange contracts	—	170	—	170
Interest rate contracts	—	1	—	1
Marketable securities	2,451	16	—	2,467
Deferred receivables consideration	—	900	—	900
Total Assets	<u>\$ 3,877</u>	<u>\$ 7,314</u>	<u>\$ 1,888</u>	<u>\$ 13,079</u>
<b>Liabilities:</b>				
Unrealized derivative losses:				
Commodity contracts	\$ 1,600	\$ 638	\$ 138	\$ 2,376
Foreign exchange contracts	—	215	—	215
Inventory-related payables	—	903	33	936
Total Liabilities	<u>\$ 1,600</u>	<u>\$ 1,756</u>	<u>\$ 171</u>	<u>\$ 3,527</u>

The Company determines fair value based on the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Three levels are established within the fair value hierarchy that may be used to report fair value:

Level 1: Quoted prices (unadjusted) in active markets for identical assets or liabilities. Level 1 assets and liabilities include exchange-traded derivative contracts, U.S. treasury securities and certain publicly traded equity securities.

Level 2: Observable inputs, including Level 1 prices that have been adjusted; quoted prices for similar assets or liabilities; quoted prices in markets that are less active than traded exchanges; and other inputs that are observable or can be substantially corroborated by observable market data.

## **Archer-Daniels-Midland Company**

### **Notes to Consolidated Financial Statements (Continued) (Unaudited)**

#### **Note 4. Fair Value Measurements (Continued)**

Level 3: Unobservable inputs that are supported by little or no market activity and that are a significant component of the fair value of the assets or liabilities. In evaluating the significance of fair value inputs, the Company generally classifies assets or liabilities as Level 3 when their fair value is determined using unobservable inputs that individually or when aggregated with other unobservable inputs, represent more than 10% of the fair value of the assets or liabilities. Judgment is required in evaluating both quantitative and qualitative factors in the determination of significance for purposes of fair value level classification. Level 3 amounts can include assets and liabilities whose value is determined using pricing models, discounted cash flow methodologies, or similar techniques, as well as assets and liabilities for which the determination of fair value requires significant management judgment or estimation.

In many cases, a valuation technique used to measure fair value includes inputs from multiple levels of the fair value hierarchy. The lowest level of input that is a significant component of the fair value measurement determines the placement of the entire fair value measurement in the hierarchy. The Company's assessment of the significance of a particular input to the fair value measurement requires judgment, and may affect the classification of fair value assets and liabilities within the fair value hierarchy levels.

The Company's policy regarding the timing of transfers between levels, including both transfers into and transfers out of Level 3, is to measure and record the transfers at the end of the reporting period. For all periods presented, the Company had no transfers between Levels 1 and 2. Transfers into Level 3 of assets and liabilities previously classified in Level 2 were due to the relative value of unobservable inputs to the total fair value measurement of certain products and derivative contracts rising above the 10% threshold. Transfers out of Level 3 were primarily due to the relative value of unobservable inputs to the total fair value measurement of certain products and derivative contracts falling below the 10% threshold and thus permitting reclassification to Level 2.

The Company uses the market approach valuation technique to measure the majority of its assets and liabilities carried at fair value. Estimated fair values for inventories carried at market are based on exchange-quoted prices, adjusted for differences in local markets, broker or dealer quotations or market transactions in either listed or over-the-counter (OTC) markets. Market valuations for the Company's inventories are adjusted for location and quality because the exchange-quoted prices represent contracts that have standardized terms for commodity, quantity, future delivery period, delivery location, and commodity quality or grade. Generally, the valuations are based on price information that is observable by market participants, or rely only on insignificant unobservable information. In such cases, the inventory is classified in Level 2. Certain inventories may require management judgment or estimation for a more significant component of the fair value amount. For these inventories, the availability of sufficient third-party information is limited. In such cases, the inventory is classified as Level 3. Changes in the fair value of inventories are recognized in the consolidated statements of earnings as a component of cost of products sold.

## Archer-Daniels-Midland Company

### Notes to Consolidated Financial Statements (Continued) (Unaudited)

#### Note 4. Fair Value Measurements (Continued)

The Company's derivative contracts are measured at fair value including forward commodity purchase and sale contracts, exchange-traded commodity futures and option contracts, and OTC instruments related primarily to agricultural commodities, ocean freight, energy, interest rates, and foreign currencies. Exchange-traded futures and options contracts are valued based on unadjusted quoted prices in active markets and are classified in Level 1. The majority of the Company's exchange-traded futures and options contracts are cash-settled on a daily basis and, therefore, are not included in these tables. Fair value for forward commodity purchase and sale contracts is estimated based on exchange-quoted prices adjusted for differences in local markets. These differences are generally determined using inputs from broker or dealer quotations or market transactions in either the listed or OTC markets. When observable inputs are available for substantially the full term of the contract, it is classified in Level 2. When unobservable inputs have a significant impact on the measurement of fair value, the contract is classified in Level 3. Based on historical experience with the Company's suppliers and customers, the Company's own credit risk and knowledge of current market conditions, the Company does not view nonperformance risk to be a significant input to fair value for the majority of its forward commodity purchase and sale contracts. However, in certain cases, if the Company believes the nonperformance risk to be a significant input, the Company records estimated fair value adjustments, and classifies the contract in Level 3. Except for certain derivatives designated as cash flow hedges, changes in the fair value of commodity-related derivatives are recognized in the consolidated statements of earnings as a component of cost of products sold. Changes in the fair value of foreign currency-related derivatives are recognized in the consolidated statements of earnings as a component of net sales and other operating income, cost of products sold, and other (income) expense-net. The effective portions of changes in the fair value of derivatives designated as cash flow hedges are recognized in the consolidated balance sheets as a component of accumulated other comprehensive income (loss) until the hedged items are recorded in earnings or it is probable the hedged transaction will no longer occur.

The Company's marketable securities are comprised of U.S. Treasury securities, obligations of U.S. government agencies, corporate and municipal debt securities, and equity investments. U.S. Treasury securities and certain publicly traded equity investments are valued using quoted market prices and are classified in Level 1. U.S. government agency obligations, corporate and municipal debt securities and certain equity investments are valued using third-party pricing services and substantially all are classified in Level 2. Security values that are determined using pricing models are classified in Level 3. Unrealized changes in the fair value of available-for-sale marketable securities are recognized in the consolidated balance sheets as a component of accumulated other comprehensive income (loss) unless a decline in value is deemed to be other-than-temporary at which point the decline is recorded in earnings.

The Company has deferred consideration under its accounts receivable securitization program (the "Program") which represents a note receivable from the purchasers under the Program. This amount is reflected in other current assets on the consolidated balance sheet (see Note 15). The Company carries the deferred consideration at fair value determined by calculating the expected amount of cash to be received. The fair value is principally based on observable inputs (a Level 2 measurement) consisting mainly of the face amount of the receivables adjusted for anticipated credit losses and discounted at the appropriate market rate. Payment of deferred consideration is not subject to significant risks other than delinquencies and credit losses on accounts receivable transferred under the program which have historically been insignificant.

**Archer-Daniels-Midland Company**

**Notes to Consolidated Financial Statements (Continued)**  
**(Unaudited)**

**Note 4. Fair Value Measurements (Continued)**

The following table presents a reconciliation of assets measured at fair value on a recurring basis using significant unobservable inputs (Level 3) during the three months ended March 31, 2013.

	<b>Level 3 Fair Value Asset Measurements at March 31, 2013</b>		
	<b>Inventories Carried at Market</b>	<b>Commodity Derivative Contracts Gains</b>	<b>Total Assets</b>
	(In millions)		
<b>Balance, December 31, 2012</b>	<b>\$ 1,745</b>	<b>\$ 143</b>	<b>\$ 1,888</b>
<b>Total increase (decrease) in unrealized gains included in cost of products sold*</b>	<b>(697)</b>	<b>136</b>	<b>(561)</b>
<b>Purchases</b>	<b>4,684</b>	<b>—</b>	<b>4,684</b>
<b>Sales</b>	<b>(3,700)</b>	<b>—</b>	<b>(3,700)</b>
<b>Settlements</b>	<b>—</b>	<b>(96)</b>	<b>(96)</b>
<b>Transfers into Level 3</b>	<b>40</b>	<b>48</b>	<b>88</b>
<b>Transfers out of Level 3</b>	<b>(50)</b>	<b>(8)</b>	<b>(58)</b>
<b>Ending balance, March 31, 2013</b>	<b>\$ 2,022</b>	<b>\$ 223</b>	<b>\$ 2,245</b>

\* Includes gains of \$130 million that are attributable to the change in unrealized gains relating to Level 3 assets still held at March 31, 2013.

The following table presents a reconciliation of liabilities measured at fair value on a recurring basis using significant unobservable inputs (Level 3) during the three months ended March 31, 2013.

	<b>Level 3 Fair Value Liability Measurements at March 31, 2013</b>		
	<b>Inventory- related Payables</b>	<b>Commodity Derivative Contracts Losses</b>	<b>Total Liabilities</b>
	(In millions)		
<b>Balance, December 31, 2012</b>	<b>\$ 33</b>	<b>\$ 138</b>	<b>\$ 171</b>
<b>Total increase (decrease) in unrealized losses included in cost of products sold*</b>	<b>10</b>	<b>118</b>	<b>128</b>
<b>Purchases</b>	<b>176</b>	<b>—</b>	<b>176</b>
<b>Sales</b>	<b>(4)</b>	<b>—</b>	<b>(4)</b>
<b>Settlements</b>	<b>—</b>	<b>(102)</b>	<b>(102)</b>
<b>Transfers into Level 3</b>	<b>1</b>	<b>23</b>	<b>24</b>
<b>Transfers out of Level 3</b>	<b>—</b>	<b>(6)</b>	<b>(6)</b>
<b>Ending balance, March 31, 2013</b>	<b>\$ 216</b>	<b>\$ 171</b>	<b>\$ 387</b>

\* Includes losses of \$117 million that are attributable to the change in unrealized losses relating to Level 3 liabilities still held at March 31, 2013.

**Archer-Daniels-Midland Company**

**Notes to Consolidated Financial Statements (Continued)**  
**(Unaudited)**

**Note 4. Fair Value Measurements (Continued)**

The following table presents a reconciliation of assets measured at fair value on a recurring basis using significant unobservable inputs (Level 3) during the three months ended March 31, 2012.

	<b>Level 3 Fair Value Asset Measurements at March 31, 2012</b>		
	<b>Inventories Carried at Market</b>	<b>Commodity Derivative Contracts Gains</b>	<b>Total Assets</b>
	(In millions)		
Balance, December 31, 2011	\$ 1,624	\$ 198	\$ 1,822
Total increase (decrease) in unrealized gains included in cost of products sold	41	165	206
Purchases	1,286	—	1,286
Sales	(285)	—	(285)
Settlements	—	(100)	(100)
Transfers into Level 3	72	19	91
Transfers out of Level 3	(1,013)	(50)	(1,063)
Ending balance, March 31, 2012	<u>\$ 1,725</u>	<u>\$ 232</u>	<u>\$ 1,957</u>

The following table presents a reconciliation of liabilities measured at fair value on a recurring basis using significant unobservable inputs (Level 3) during the three months ended March 31, 2012.

	<b>Level 3 Fair Value Liability Measurements at March 31, 2012</b>		
	<b>Inventory- related Payables</b>	<b>Commodity Derivative Contracts Losses</b>	<b>Total Liabilities</b>
	(In millions)		
Balance, December 31, 2011	\$ 196	\$ 192	\$ 388
Total increase (decrease) in unrealized losses included in cost of products sold	—	159	159
Purchases	(1)	—	(1)
Sales	82	—	82
Settlements	—	(141)	(141)
Transfers into Level 3	—	12	12
Transfers out of Level 3	(140)	(38)	(178)
Ending balance, March 31, 2012	<u>\$ 137</u>	<u>\$ 184</u>	<u>\$ 321</u>

# Archer-Daniels-Midland Company

## Notes to Consolidated Financial Statements (Continued) (Unaudited)

### Note 4. Fair Value Measurements (Continued)

Fair values for inventories and commodity purchase and sale contracts are generally estimated based on observable, exchange-quoted futures prices adjusted as needed to arrive at prices in local markets. Exchange-quoted futures prices represent quotes for contracts that have standardized terms for commodity, quantity, future delivery period, delivery location, and commodity quality or grade. In some cases, the price components that result in differences between the exchange-traded prices and the local prices are observable based upon available quotations for these pricing components, and in some cases, the differences are unobservable. These price components primarily include transportation costs and other adjustments required due to location, quality, or other contract terms. In the table below, these other adjustments are referred to as Basis.

The changes in unobservable price components are determined by specific local supply and demand characteristics at each facility and the overall market. Factors such as substitute products, weather, fuel costs, contract terms, and futures prices also impact the movement of these unobservable price components.

The following table sets forth the weighted average percentage of the unobservable price components included in the Company's Level 3 valuations as of March 31, 2013 and December 31, 2012. The Company's Level 3 measurements may include Basis only, transportation cost only, or both price components. As an example, for Level 3 inventories with Basis, the unobservable component is a weighted average 26.9% of the total price for assets and 4.9% for liabilities.

Component Type	Weighted Average % of Total Price			
	March 31, 2013		December 31, 2012	
	Assets	Liabilities	Assets	Liabilities
Inventories				
Basis	26.9%	4.9%	13.5%	26.2%
Transportation cost	24.5%	10.6%	8.4%	9.1%
Commodity Derivative Contracts				
Basis	18.6%	33.0%	45.7%	17.0%
Transportation cost	10.5%	15.3%	16.2%	7.7%

In certain of the Company's principal markets, the Company relies on price quotes from third parties to value its inventories and physical commodity purchase and sale contracts. These price quotes are generally not further adjusted by the Company in determining the applicable market price. In some cases, availability of third-party quotes is limited to only one or two independent sources. In these situations, the Company considers these price quotes as 100 percent unobservable and, therefore, the fair value of these items is reported in Level 3.

# Archer-Daniels-Midland Company

## Notes to Consolidated Financial Statements (Continued) (Unaudited)

### Note 5. Derivative Instruments and Hedging Activities

The Company recognizes all of its derivative instruments as either assets or liabilities at fair value in its consolidated balance sheets. The accounting for changes in the fair value (i.e., gains or losses) of a derivative instrument depends on whether it has been designated and qualifies as part of a hedging relationship and further, on the type of hedging relationship. The majority of the Company's derivatives have not been designated as hedging instruments. For those derivative instruments that are designated and qualify as hedging instruments, a reporting entity must designate the hedging instrument, based upon the exposure being hedged, as a fair value hedge, a cash flow hedge, or a hedge of a net investment in a foreign operation. As of March 31, 2013 and December 31, 2012, the Company has certain derivatives designated as cash flow hedges. Within the Note 5 tables, zeros represent minimal amounts.

#### *Derivatives Not Designated as Hedging Instruments*

The Company generally uses exchange-traded futures and exchange-traded and OTC options contracts to manage its net position of merchandisable agricultural commodity inventories and forward cash purchase and sales contracts to reduce price risk caused by market fluctuations in agricultural commodities and foreign currencies. The Company also uses exchange-traded futures and exchange-traded and OTC options contracts as components of merchandising strategies designed to enhance margins. The results of these strategies can be significantly impacted by factors such as the correlation between the value of exchange-traded commodities futures contracts and the value of the underlying commodities, counterparty contract defaults, and volatility of freight markets. Exchange-traded futures and exchange-traded and OTC options contracts, and forward cash purchase and sales contracts of certain merchandisable agricultural commodities accounted for as derivatives by the Company are stated at fair value. Inventories of certain merchandisable agricultural commodities, which include amounts acquired under deferred pricing contracts, are stated at market value. Inventory is not a derivative and therefore is not included in the tables below. Changes in the market value of inventories of certain merchandisable agricultural commodities, forward cash purchase and sales contracts, exchange-traded futures and exchange-traded and OTC options contracts are recognized in earnings immediately. Unrealized gains and unrealized losses on forward cash purchase contracts, forward foreign currency exchange (FX) contracts, forward cash sales contracts, and exchange-traded and OTC options contracts represent the fair value of such instruments and are classified on the Company's consolidated balance sheets as other current assets and accrued expenses and other payables, respectively.

The following table sets forth the fair value of derivatives not designated as hedging instruments as of March 31, 2013 and December 31, 2012.

	March 31, 2013		December 31, 2012	
	Assets	Liabilities	Assets	Liabilities
	(In millions)		(In millions)	
FX Contracts	\$ 181	\$ 126	\$ 170	\$ 215
Interest Contracts	1	—	1	—
Commodity Contracts	2,209	2,250	2,504	2,376
Total	<u>\$ 2,391</u>	<u>\$ 2,376</u>	<u>\$ 2,675</u>	<u>\$ 2,591</u>

**Archer-Daniels-Midland Company**

**Notes to Consolidated Financial Statements (Continued)**  
**(Unaudited)**

**Note 5. Derivative Instruments and Hedging Activities (Continued)**

The following table sets forth the pre-tax gains (losses) on derivatives not designated as hedging instruments that have been included in the consolidated statements of earnings for the three months ended March 31, 2013 and 2012.

	<b>Three months ended March 31,</b>	
	<b>2013</b>	<b>2012</b>
	(In millions)	
Interest Contracts		
Interest expense	\$ 0	\$ 0
Other income (expense) – net	0	–
FX Contracts		
Net sales and other operating income	\$ 73	\$ 9
Cost of products sold	(1)	30
Other income (expense) – net	(45)	141
Commodity Contracts		
Cost of products sold	\$ 68	\$ (232)
Total gain (loss) recognized in earnings	<u>\$ 95</u>	<u>\$ (52)</u>

***Derivatives Designated as Cash Flow Hedging Strategies***

For derivative instruments that are designated and qualify as cash flow hedges (i.e., hedging the exposure to variability in expected future cash flows that is attributable to a particular risk), the effective portion of the gain or loss on the derivative instrument is reported as a component of accumulated other comprehensive income (AOCI) and reclassified into earnings in the same line item affected by the hedged transaction and in the same period or periods during which the hedged transaction affects earnings. The remaining gain or loss on the derivative instrument that is in excess of the cumulative change in the cash flows of the hedged item, if any (i.e., the ineffective portion), hedge components excluded from the assessment of effectiveness, and gains and losses related to discontinued hedges are recognized in the consolidated statement of earnings during the current period.

For each of the commodity hedge programs described below, the derivatives are designated as cash flow hedges. The changes in the market value of such derivative contracts have historically been, and are expected to continue to be, highly effective at offsetting changes in price movements of the hedged item. Once the hedged item is recognized in earnings, the gains/losses arising from the hedge will be reclassified from AOCI to either net sales and other operating income, cost of products sold, interest expense or other income (expense) – net, as applicable. As of March 31, 2013, the Company has \$8 million of after-tax losses in AOCI related to gains and losses from commodity cash flow hedge transactions. The Company expects to recognize \$8 million of these after-tax losses in its consolidated statement of earnings during the next 12 months.



## Archer-Daniels-Midland Company

### Notes to Consolidated Financial Statements (Continued) (Unaudited)

#### Note 5. Derivative Instruments and Hedging Activities (Continued)

The Company, from time to time, uses futures or options contracts to fix the purchase price of anticipated volumes of corn to be purchased and processed in a future month. The objective of this hedging program is to reduce the variability of cash flows associated with the Company's forecasted purchases of corn. The Company's corn processing plants currently grind approximately 76 million bushels of corn per month. During the past 12 months, the Company hedged between 15% and 26% of its monthly anticipated grind. At March 31, 2013, the Company has designated hedges representing between 0.1% and 19% of its anticipated monthly grind of corn for the next 15 months.

The Company, from time to time, also uses futures, options, and swaps to fix the purchase price of the Company's anticipated natural gas requirements for certain production facilities. The objective of this hedging program is to reduce the variability of cash flows associated with the Company's forecasted purchases of natural gas. These production facilities use approximately 3.8 million MMBtus of natural gas per month. During the past 12 months, the Company hedged between 11% and 66% of the quantity of its anticipated monthly natural gas purchases. At March 31, 2013, the Company has designated hedges representing between 13% and 49% of its anticipated monthly natural gas purchases for the next 9 months.

The Company, from time to time, also uses futures, options, and swaps to fix the sales price of certain ethanol sales contracts. The objective of this hedging program is to reduce the variability of cash flows associated with the Company's sales of ethanol under sales contracts that are indexed to unleaded gasoline prices. During the past 12 months, the Company hedged between 1 million and 21 million gallons of ethanol per month under this program. At March 31, 2013, the Company has designated hedges representing between 2 million and 12 million gallons of contracted ethanol sales per month over the next 9 months.

The Company started a new hedge program this quarter using soybean meal futures to fix the sales price of certain corn gluten meal sales contracts. The objective of this hedging program is to reduce the variability of cash flows associated with the Company's sales of corn gluten meal under sales contracts, entered into for deliveries within the next 12 months, that are indexed to soybean meal prices. At March 31, 2013, the Company has designated hedges of up to 23,000 tons of contracted corn gluten meal sales per month.

To protect against fluctuations in cash flows due to foreign currency exchange rates, the Company from time to time will use forward foreign exchange contracts as cash flow hedges. Certain production facilities have manufacturing expenses and equipment purchases denominated in non-functional currencies. To reduce the risk of fluctuations in cash flows due to changes in the exchange rate between functional versus non-functional currencies, the Company will hedge some portion of the forecasted foreign currency expenditures. During the past 12 months, the Company hedged between \$13 million and \$25 million of forecasted foreign currency expenditures. As of March 31, 2013, the Company has designated hedges of \$13 million of its forecasted foreign currency expenditures. At March 31, 2013, the Company has \$1 million of after-tax losses in AOCI related to foreign exchange contracts designated as cash flow hedging instruments. The Company will recognize the \$1 million of losses in its consolidated statement of earnings over the life of the hedged transactions.

The Company, from time to time, uses treasury-lock agreements and interest rate swaps in order to lock in the Company's interest rate prior to the issuance or remarketing of its long-term debt. Both the treasury-lock agreements and interest rate swaps were designated as cash flow hedges of the risk of changes in the future interest payments attributable to changes in the benchmark interest rate. The objective of the treasury-lock agreements and interest rate swaps was to protect the Company from changes in the benchmark rate from the date of hedge designation to the date when the debt was actually issued. At March 31, 2013, AOCI included \$21 million of after-tax gains related to treasury-lock agreements and interest rate swaps. The Company will recognize the \$21 million of gains in its consolidated statement of earnings over the terms of the hedged items, which range from 10 to 30 years.

**Archer-Daniels-Midland Company**

**Notes to Consolidated Financial Statements (Continued)**  
**(Unaudited)**

**Note 5. Derivative Instruments and Hedging Activities (Continued)**

The following tables set forth the fair value of derivatives designated as hedging instruments as of March 31, 2013 and December 31, 2012.

	<b>March 31, 2013</b>		<b>December 31, 2012</b>	
	<b>Assets</b>	<b>Liabilities</b>	<b>Assets</b>	<b>Liabilities</b>
	(In millions)		(In millions)	
Commodity Contracts	<u>\$ 1</u>	<u>\$ 0</u>	<u>\$ 1</u>	<u>\$ 0</u>
Total	<u><b>\$ 1</b></u>	<u><b>\$ 0</b></u>	<u><b>\$ 1</b></u>	<u><b>\$ 0</b></u>

The following table sets forth the pre-tax gains (losses) on derivatives designated as hedging instruments that have been included in the consolidated statements of earnings for the three months ended March 31, 2013 and 2012.

	<b>Consolidated Statement of Earnings Locations</b>	<b>Three months ended March 31, 2013      2012</b>	
		(In millions)	
Effective amounts recognized in earnings			
FX Contracts	Other income/expense – net	\$ 0	\$ 0
Interest Contracts	Interest expense	0	0
Commodity Contracts	Cost of products sold	(2)	(3)
	Net sales and other operating income	(1)	(10)
Ineffective amount recognized in earnings			
Interest Contracts	Other income/expense – net	–	–
Commodity Contracts	Cost of products sold	(42)	(27)
Total amount recognized in earnings		<u><b>\$ (45)</b></u>	<u><b>\$ (40)</b></u>

Hedge ineffectiveness results when the change in the price of the underlying commodity in a specific cash market differs from the change in the price of the derivative financial instrument used to establish the hedging relationship. As an example, if the change in the price of a corn futures contract is strongly correlated to the change in cash price paid for corn, the gain or loss on the derivative instrument is deferred and recognized at the time the corn grind occurs. If the change in price of the derivative does not strongly correlate to the change in the cash price of corn, in the same example, some portion or all of the derivative gains or losses may be required to be recognized in earnings prior to the corn grind occurring.

The following tables set forth the changes in AOCI related to derivatives gains (losses) for the three months ended March 31, 2013 and 2012.

	<b>Three months ended March 31, 2013      2012</b>	
	(In millions)	
Balance at December 31, 2012 and 2011	\$ 4	\$ 30
Unrealized gains (losses)	9	(54)
Losses (gains) reclassified to earnings	3	13
Tax effect	(5)	15
Balance at March 31, 2013 and 2012	<u><b>\$ 11</b></u>	<u><b>\$ 4</b></u>

**Archer-Daniels-Midland Company**

**Notes to Consolidated Financial Statements (Continued)**  
**(Unaudited)**

**Note 6. Marketable Securities and Cash Equivalents**

	<u>Cost</u>	<u>Unrealized Gains</u>	<u>Unrealized Losses</u>	<u>Fair Value</u>
	(In millions)			
<b>March 31, 2013</b>				
<b>United States government obligations</b>				
Maturity less than 1 year	\$ 375	\$ —	\$ —	\$ 375
Maturity 1 to 5 years	90	—	—	90
<b>Government-sponsored enterprise obligations</b>				
Maturity 1 to 5 years	3	—	—	3
<b>Corporate debt securities</b>				
Maturity 1 to 5 years	14	—	—	14
<b>Other debt securities</b>				
Maturity less than 1 year	645	—	—	645
Maturity 1 to 5 years	3	—	—	3
<b>Equity securities</b>				
Available-for-sale	611	—	(38)	573
	<u>\$ 1,741</u>	<u>\$ —</u>	<u>\$ (38)</u>	<u>\$ 1,703</u>
	<u>Cost</u>	<u>Unrealized Gains</u>	<u>Unrealized Losses</u>	<u>Fair Value</u>
	(In millions)			

December 31, 2012

<b>United States government obligations</b>				
Maturity less than 1 year	\$ 583	\$ —	\$ —	\$ 583
Maturity 1 to 5 years	93	—	—	93
<b>Government-sponsored enterprise obligations</b>				
Maturity 1 to 5 years	2	—	—	2
<b>Corporate debt securities</b>				
Maturity 1 to 5 years	15	—	—	15
<b>Other debt securities</b>				
Maturity less than 1 year	1,038	—	—	1,038
Maturity 1 to 5 years	3	—	—	3
<b>Equity securities</b>				
Available-for-sale	606	3	(5)	604
	<u>\$ 2,340</u>	<u>\$ 3</u>	<u>\$ (5)</u>	<u>\$ 2,338</u>

All of the \$38 million in unrealized losses at March 31, 2013 arose within the last 12 months and are related to the Company's investment in three available-for-sale equity securities with a market value of \$571 million. The Company evaluated the near-term prospects of the issuers in relation to the severity and duration of the impairment. Based on that evaluation and the Company's ability and intent to hold these investments for a reasonable period of time sufficient for a forecasted recovery of fair value, the Company does not consider these investments to be other-than-temporarily impaired at March 31, 2013.

**Archer-Daniels-Midland Company**

**Notes to Consolidated Financial Statements (Continued)**  
**(Unaudited)**

**Note 7. Other Current Assets**

The following table sets forth the items in other current assets:

	<b>March 31, 2013</b>	<b>December 31, 2012</b>
	(In millions)	
Unrealized gains on derivative contracts	\$ 2,392	\$ 2,676
Deferred receivables consideration	597	900
Other current assets	3,426	2,972
	<u>\$ 6,415</u>	<u>\$ 6,548</u>

**Note 8. Accrued Expenses and Other Payables**

The following table sets forth the items in accrued expenses and other payables:

	<b>March 31, 2013</b>	<b>December 31, 2012</b>
	(In millions)	
Unrealized losses on derivative contracts	\$ 2,376	\$ 2,591
Grain accounts and margin deposits	5,005	4,620
Accrued expenses and other payables	1,798	1,911
	<u>\$ 9,179</u>	<u>\$ 9,122</u>

**Note 9. Debt and Financing Arrangements**

The Company has outstanding \$1.15 billion principal amount of convertible senior notes (the “Notes”) due in February 2014. As of March 31, 2013, none of the conditions permitting conversion of the Notes had been satisfied. Therefore, no share amounts related to the conversion of the Notes or exercise of the warrants sold in connection with the issuance of the Notes were included in diluted average shares outstanding. For further information on the Notes, refer to Note 10 “Debt and Financing Arrangements” in the consolidated financial statements included in the Company’s transition report on Form 10-KT for the six months ended December 31, 2012.

At March 31, 2013, the fair value of the Company’s long-term debt exceeded the carrying value by \$1.3 billion, as estimated using quoted market prices (a Level 2 measurement under applicable accounting standards).

At March 31, 2013, the Company had lines of credit totaling \$8.6 billion, of which \$6.3 billion was unused. Of the Company’s total lines of credit, \$6.0 billion support a commercial paper borrowing facility, against which \$1.5 billion of commercial paper was outstanding at March 31, 2013.

On March 27, 2012, the Company entered into an amendment of its accounts receivable securitization program (the “Program”). The Program provides the Company with up to \$1.0 billion in funding resulting from the sale of accounts receivable. As of March 31, 2013, the Company utilized all of its \$1.0 billion facility under the Program (see Note 15 for more information on the Program).

## Archer-Daniels-Midland Company

### Notes to Consolidated Financial Statements (Continued) (Unaudited)

#### Note 10. Income Taxes

The Company's effective tax rate for the quarter ended March 31, 2013 was 28.0% in line with 28.7% for the quarter ended March 31, 2012.

The Company is subject to income taxation in many jurisdictions around the world. The Company is subject to routine examination by domestic and foreign tax authorities and frequently faces challenges regarding the amount of taxes due. These challenges include positions taken by the Company related to the timing, nature and amount of deductions and the allocation of income among various tax jurisdictions. Resolution of the related tax positions, through negotiation with relevant tax authorities or through litigation, may take years to complete. Therefore, it is difficult to predict the timing for resolution of tax positions. In its routine evaluations of the exposure associated with various tax filing positions, the Company recognizes a liability, when necessary, for estimated potential additional tax owed by the Company in accordance with the applicable accounting standard. However, the Company cannot predict or provide assurance as to the ultimate outcome of these ongoing or future examinations.

The Company's wholly-owned subsidiary, ADM do Brasil Ltda. (ADM do Brasil), received three separate tax assessments from the Brazilian Federal Revenue Service (BFRS) challenging the tax deductibility of commodity hedging losses and related expenses for the tax years 2004, 2006 and 2007 in the amounts of \$486 million, \$20 million, and \$85 million, respectively (inclusive of interest and adjusted for variation in currency exchange rates). ADM do Brasil's tax return for 2005 was also audited and no assessment was received. The statute of limitations for 2005 has expired. If the BFRS were to challenge commodity hedging deductions in tax years after 2007, the Company estimates it could receive additional claims of approximately \$104 million (as of March 31, 2013 and subject to variation in currency exchange rates).

ADM do Brasil enters into commodity hedging transactions that can result in gains, which are included in ADM do Brasil's calculations of taxable income in Brazil, and losses, which ADM do Brasil deducts from its taxable income in Brazil. The Company has evaluated its tax position regarding these hedging transactions and concluded, based upon advice from Brazilian legal counsel, that it was appropriate to recognize both gains and losses resulting from hedging transactions when determining its Brazilian income tax expense. Therefore, the Company has continued to recognize the tax benefit from hedging losses in its financial statements and has not recorded any tax liability for the amounts assessed by the BFRS.

ADM do Brasil filed an administrative appeal for each of the assessments. During the second quarter of fiscal 2011, a decision in favor of the BFRS on the 2004 assessment was received and a second level administrative appeal has been filed. In January of 2012, a decision in favor of the BFRS on the 2006 and 2007 assessments was received and a second level administrative appeal has been filed. If ADM do Brasil continues to be unsuccessful in the administrative appellate process, further appeals are available in the Brazilian federal courts. While the Company believes its consolidated financial statements properly reflect the tax deductibility of these hedging losses, the ultimate resolution of this matter could result in the future recognition of additional payments of, and expense for, income tax and the associated interest and penalties. The Company intends to vigorously defend its position against the current assessments and any similar assessments that may be issued for years subsequent to 2007.

**Archer-Daniels-Midland Company**

**Notes to Consolidated Financial Statements (Continued)**  
**(Unaudited)**

**Note 10. Income Taxes (Continued)**

The Company's subsidiaries in Argentina have received tax assessments challenging transfer prices used to price grain exports totaling \$60 million (inclusive of interest and adjusted for variation in currency exchange rates) for the tax years 2004, 2005, and 2006. The Argentine tax authorities have been conducting a review of income and other taxes paid by large exporters and processors of cereals and other agricultural commodities resulting in allegations of income tax evasion. While the Company believes that it has complied with all Argentine tax laws, it cannot rule out receiving additional assessments, which could be material to the Company, challenging transfer prices used to price grain exports for years subsequent to 2006. The Company intends to vigorously defend its position against the current assessments and any similar assessments that may be issued for years subsequent to 2006. The Company believes that it has appropriately evaluated the transactions underlying these assessments, and has concluded, based on Argentine tax law, that its tax position would be sustained, and accordingly, the Company has not recorded a tax liability for these assessments.

In accordance with the accounting requirements for uncertain tax positions, the Company has concluded that it is more likely than not to prevail on the Brazil and Argentina matters based upon their technical merits. The Company has not recorded an uncertain tax liability for these assessments partly because the taxing jurisdictions' processes do not provide a mechanism for settling at less than the full amount of the assessment. The Company's consideration of these tax assessments requires judgments about the application of income tax regulations to specific facts and circumstances. The final outcome of these matters cannot reliably be predicted, may take many years to resolve, and could result in the payment and expense of up to the entire amount of these assessments.

**Note 11. Accumulated Other Comprehensive Income (AOCI)**

The following tables set forth the changes in AOCI by component and the reclassifications out of AOCI for the quarter ended March 31, 2013:

	<b>Foreign Currency Translation Adjustment</b>	<b>Deferred Gain (Loss) on Hedging Activities</b>	<b>Pension Liability Adjustment (In millions)</b>	<b>Unrealized Gain (Loss) On Investments</b>	<b>Total</b>
Balance at December 31, 2012	\$ 136	\$ 4	\$ (590)	\$ –	\$ (450)
Other comprehensive income before reclassifications	(148)	9	9	(37)	(167)
Amounts reclassified from AOCI	–	3	15	–	18
Tax effect	3	(5)	(1)	11	8
Net current period other comprehensive income	(145)	7	23	(26)	(141)
Balance at March 31, 2013	<u>\$ (9)</u>	<u>\$ 11</u>	<u>\$ (567)</u>	<u>\$ (26)</u>	<u>\$ (591)</u>

**Archer-Daniels-Midland Company**

**Notes to Consolidated Financial Statements (Continued)**  
**(Unaudited)**

**Note 11. Accumulated Other Comprehensive Income (AOCI) (Continued)**

<b>Details about AOCI components</b>	<b>Amount reclassified from AOCI (In millions)</b>	<b>Affected line item in the consolidated statement of earnings</b>
Deferred gain (loss) on hedging activities		
	\$ 2	Cost of products sold
	<u>1</u>	Net sales and other operating income
	3	Total before tax
	<u>(1)</u>	Tax
	<u>\$ 2</u>	Net of tax
Pension liability adjustment		
Amortization of defined benefit pension items:		
Prior service costs	\$ (4)	
Actuarial gains (losses)	<u>19</u>	
	15	Total before tax
	<u>—</u>	Tax
	<u>\$ 15</u>	Net of tax

**Note 12. Other (Income) Expense – Net**

The following tables set forth the items in other (income) expense:

	<b>Three Months Ended March 31,</b>	
	<b>2013</b>	<b>2012</b>
	<u>(In millions)</u>	
Gain on sale of assets	\$ (5)	\$ (9)
Net gain on marketable securities transactions	-	(8)
Other – net	<u>8</u>	<u>(5)</u>
Other (Income) Expense - Net	<u>\$ 3</u>	<u>\$ (22)</u>

**Note 13. Segment Information**

The Company is principally engaged in procuring, transporting, storing, processing, and merchandising agricultural commodities and products. The Company's operations are organized, managed and classified into three reportable business segments: Oilseeds Processing, Corn Processing, and Agricultural Services. Each of these segments is organized based upon the nature of products and services offered. The Company's remaining operations are not reportable segments, as defined by the applicable accounting standard, and are classified as Other.

Intersegment sales have been recorded at amounts approximating market. Operating profit for each segment is based on net sales less identifiable operating expenses. Also included in segment operating profit is equity in earnings of affiliates based on the equity method of accounting. Certain Corporate items are not allocated to the Company's reportable business segments. Corporate results principally include the impact of LIFO-related adjustments, unallocated corporate expenses, and interest cost net of investment income.

# Archer-Daniels-Midland Company

## Notes to Consolidated Financial Statements (Continued) (Unaudited)

### Note 13. Segment Information (Continued)

In June 2012, the Company reorganized and streamlined its business unit reporting structure and broadened management spans of control. Also in June 2012, the Company discontinued the allocation of interest expense from Corporate to the operating segments. Throughout this quarterly report on Form 10-Q, prior period information has been reclassified to conform to the current period segment presentation.

For detailed information regarding the Company's reportable segments, see Note 18 to the consolidated financial statements included in the Company's transition report on Form 10-KT for the six months ended December 31, 2012.

	<b>Three Months Ended March 31,</b>	
	<b>2013</b>	<b>2012</b>
	(In millions)	
Sales to external customers		
Oilseeds Processing	\$ 8,143	\$ 7,715
Corn Processing	3,053	2,835
Agricultural Services	10,500	10,571
Other	31	34
Total	<u>\$ 21,727</u>	<u>\$ 21,155</u>
Intersegment sales		
Oilseeds Processing	\$ 569	\$ 548
Corn Processing	34	33
Agricultural Services	1,641	1,410
Other	56	40
Total	<u>\$ 2,300</u>	<u>\$ 2,031</u>
Net sales		
Oilseeds Processing	\$ 8,712	\$ 8,263
Corn Processing	3,087	2,868
Agricultural Services	12,141	11,981
Other	87	74
Intersegment elimination	(2,300)	(2,031)
Total	<u>\$ 21,727</u>	<u>\$ 21,155</u>
Segment operating profit		
Oilseeds Processing	\$ 313	\$ 542
Corn Processing	153	133
Agricultural Services	151	261
Other	13	(18)
Total segment operating profit	<u>630</u>	<u>918</u>
Corporate	(255)	(350)
Earnings before income taxes	<u>\$ 375</u>	<u>\$ 568</u>



**Archer-Daniels-Midland Company**

**Notes to Consolidated Financial Statements (Continued)**  
**(Unaudited)**

**Note 14. Asset Impairment Charges and Exit Costs**

There were no significant asset impairment charges and exit costs recognized in the quarter ended March 31, 2013.

The following table summarizes the Company's significant asset impairment, exit, and restructuring costs for the three months ended March 31, 2012:

	<b>Three Months Ended</b> <b>March 31, 2012</b> (In millions)
Employee-related costs <sup>(1)</sup>	\$ 71
Facility exit and other related costs <sup>(2)</sup>	14
Total asset impairment, exit, and restructuring costs	<u>\$ 85</u>

<sup>(1)</sup> These costs primarily consist of one-time termination benefits provided to employees who were involuntarily terminated and \$34 million for pension remeasurement charges triggered by an amendment of the Company's U.S. plans due to the voluntary early retirement program.

<sup>(2)</sup> Facility exit and other related costs consist of asset impairment charges and other costs related to the exit of the Walhalla, ND ethanol facility.

In January 2012, the Company announced a plan to streamline its organizational structure, reducing its global workforce to enhance the cost structure of the Company. Over 1,200 positions, primarily salaried, were eliminated. To help achieve this reduction, the Company offered a voluntary early retirement incentive in the U.S. These actions, in concert with other targeted cost reductions have reduced the Company's annual pre-tax expenses by approximately \$150 million. The Company achieved a significant portion of the position reductions through the voluntary early retirement incentive in the U.S. and offered severance and outplacement assistance to other affected employees.

## Archer-Daniels-Midland Company

### Notes to Consolidated Financial Statements (Continued) (Unaudited)

#### Note 15. Sale of Accounts Receivable

On March 27, 2012, the Company entered into an amendment of its accounts receivable securitization program (as amended, the “Program”) with certain commercial paper conduit purchasers and committed purchasers (collectively, the “Purchasers”). Under the Program, certain U.S.-originated trade accounts receivable are sold to a wholly-owned bankruptcy-remote entity, ADM Receivables, LLC (“ADM Receivables”). ADM Receivables in turn transfers such purchased accounts receivable in their entirety to the Purchasers pursuant to a receivables purchase agreement. In exchange for the transfer of the accounts receivable, ADM Receivables receives a cash payment of up to \$1.0 billion and an additional amount upon the collection of the accounts receivable (deferred consideration). ADM Receivables uses the cash proceeds from the transfer of receivables to the Purchasers and other consideration to finance the purchase of receivables from the Company and the ADM subsidiaries originating the receivables. The Company accounts for these transfers as sales. The Company has no retained interests in the transferred receivables, other than collection and administrative responsibilities and its right to the deferred consideration. At March 31, 2013 and December 31, 2012, the Company did not record a servicing asset or liability related to its retained responsibility, based on its assessment of the servicing fee, market values for similar transactions and its cost of servicing the receivables sold. The Program terminates on June 29, 2013 unless extended. The Company intends to renew this \$1.0 billion facility on or before June 29, 2013.

As of March 31, 2013, the fair value of trade receivables transferred to the Purchasers under the Program and derecognized from the Company’s consolidated balance sheet was \$1.6 billion. In exchange for the transfer, the Company received cash of \$1.0 billion and recorded a \$0.6 billion receivable for deferred consideration included in other current assets. Cash collections from customers on receivables sold were \$9.8 billion and \$355 million for the quarter ended March 31, 2013 and 2012, respectively. Of this amount, \$9.8 billion and \$355 million pertains to cash collections on the deferred consideration for the quarter ended March 31, 2013 and 2012, respectively. Deferred consideration is paid to the Company in cash on behalf of the Purchasers as receivables are collected; however, as this is a revolving facility, cash collected from the Company’s customers is reinvested by the Purchasers daily in new receivable purchases under the Program.

The Company’s risk of loss following the transfer of accounts receivable under the Program is limited to the deferred consideration outstanding. The Company carries the deferred consideration at fair value determined by calculating the expected amount of cash to be received and is principally based on observable inputs (a Level 2 measurement under the applicable accounting standards) consisting mainly of the face amount of the receivables adjusted for anticipated credit losses and discounted at the appropriate market rate. Payment of deferred consideration is not subject to significant risks other than delinquencies and credit losses on accounts receivable transferred under the program which have historically been insignificant.

Transfers of receivables under the Program during the three months ended March 31, 2013 and 2012 resulted in an expense for the loss on sale of \$1 million for both periods, classified as other (income) expense - net in the consolidated statements of earnings.

The Company reflects all cash flows related to the Program as operating activities in its consolidated statement of cash flows for the three months ended March 31, 2013 and 2012 because the cash received from the Purchasers upon both the sale and collection of the receivables are not subject to significantly different risks given the short-term nature of the Company’s trade receivables.

## **Archer-Daniels-Midland Company**

### **Notes to Consolidated Financial Statements (Continued) (Unaudited)**

#### **Note 16. Contingencies**

Since August 2008, the Company has been conducting an internal review of its policies, procedures and internal controls pertaining to the adequacy of its anti-corruption compliance program and of certain transactions conducted by the Company and its affiliates and joint ventures, primarily relating to grain and feed exports, that may have violated company policies, the U.S. Foreign Corrupt Practices Act, and other U.S. and foreign laws. The Company initially disclosed this review to the U.S. Department of Justice, the Securities and Exchange Commission, and certain foreign regulators in March 2009 and has subsequently provided periodic updates to the agencies. The Company engaged outside counsel and other advisors to assist in the review of these matters and has implemented, and is continuing to implement, appropriate remedial measures. The Company has recently completed its internal review and has initiated discussions with the Department of Justice and the Securities and Exchange Commission on the resolution of this matter. In connection with this review, government agencies could impose civil penalties or criminal fines and/or order that the Company disgorge any profits derived from any contracts involving inappropriate payments. Included in selling, general, and administrative expenses for the quarter ended March 31, 2013 was a \$25 million provision for the estimate of potential disgorgement, penalties or fines that may be imposed by government agencies pertaining to this matter. However, a final agreement has not been reached as of the date of this filing, and therefore the ultimate settlement is uncertain and may exceed \$25 million. These events have not had, and are not expected to have, a material impact on the Company's business or financial condition.

#### **Note 17. Subsequent Event**

As of March 31, 2013, the Company held a 19.8% common equity interest in GrainCorp Limited (GrainCorp). This interest was initially obtained through the use of two transactions with investment bank counterparties. These transactions were accounted for as derivatives, and the derivatives were settled in equity shares of GrainCorp during the quarter ended December 31, 2012.

The purpose of these transactions was to facilitate the Company's planned acquisition of GrainCorp. During the quarter ended December 31, 2012, the Company delivered an initial non-binding proposal, followed later by a second non-binding proposal, with the aim of arriving at an agreement with GrainCorp's Board of Directors under which they would recommend to GrainCorp shareholders an acquisition by the Company of all of GrainCorp, with the most recent proposal of Australian \$12.20 per share in cash.

On April 25, 2013, the Company announced that it has signed a takeover bid implementation deed with GrainCorp. On May 1, 2013, the Company announced that it intends to make a cash offer to acquire the outstanding common shares of GrainCorp for Australian \$12.20 per share under the terms of the takeover bid implementation deed. The offer implies an aggregate transaction value of about Australian \$3.4 billion, including GrainCorp's outstanding net debt. As part of the agreement, GrainCorp will pay to its shareholders, dividends out of current and retained earnings totaling Australian \$1.00 per share prior to the completion of the transaction. GrainCorp has indicated that the Company's offer would be unanimously recommended by the GrainCorp board. The offer is subject to conditions set out in the takeover bid implementation deed, which include regulatory approvals and a minimum acceptance level by GrainCorp shareholders.

## ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

### *Company Overview*

This MD&A should be read in conjunction with the accompanying consolidated financial statements.

The Company is principally engaged in procuring, transporting, storing, processing, and merchandising agricultural commodities and products. The Company uses its significant global asset base to originate and transport agricultural commodities, connecting to markets in more than 140 countries. The Company also processes corn, oilseeds, wheat and cocoa into products for food, animal feed, chemical and energy uses. The Company uses its global asset network, business acumen, and its relationships with suppliers and customers to efficiently connect the harvest to the home thereby generating returns for its shareholders, principally from margins earned on these activities.

The Company's operations are organized, managed and classified into three reportable business segments: Oilseeds Processing, Corn Processing, and Agricultural Services. Each of these segments is organized based upon the nature of products and services offered. The Company's remaining operations are not reportable segments, as defined by the applicable accounting standard, and are classified as Other.

The Oilseeds Processing segment includes global activities related to the origination, merchandising, crushing, and further processing of oilseeds such as soybeans and soft seeds (cottonseed, sunflower seed, canola, rapeseed, and flaxseed) into vegetable oils and protein meals. Oilseeds products produced and marketed by the Company include ingredients for the food, feed, energy, and industrial products industries. Crude vegetable oils produced by the segment's crushing activities are sold "as is" or are further processed by refining, blending, bleaching, and deodorizing into salad oils. Salad oils are sold "as is" or are further processed by hydrogenating and/or interesterifying into margarine, shortening, and other food products. Partially refined oils are used to produce biodiesel or are sold to other manufacturers for use in chemicals, paints, and other industrial products. Oilseed protein meals are principally sold to third parties to be used as ingredients in commercial livestock and poultry feeds. In Europe and South America, the Oilseeds Processing segment includes origination and merchandising activities as adjuncts to its oilseeds processing assets. These activities include a network of grain elevators, port facilities, and transportation assets used to buy, store, clean, and transport grains and oilseeds. The Oilseeds Processing segment produces natural health and nutrition products and other specialty food and feed ingredients. The Oilseeds Processing segment is a major supplier of peanuts and peanut-derived ingredients to both the U.S. and export markets. In North America, cottonseed flour is produced and sold primarily to the pharmaceutical industry and cotton cellulose pulp is manufactured and sold to the chemical, paper, and filter markets. In South America, the Oilseeds Processing segment operates fertilizer blending facilities. The Oilseeds Processing segment also includes activities related to the procurement, transportation and processing of cocoa beans into cocoa liquor, cocoa butter, cocoa powder, chocolate, and various compounds in North America, South America, Europe, Asia, and Africa for the food processing industry. The Oilseeds Processing segment also includes the Company's share of the results of its equity investment in Wilmar and its share of results for its Stratas Foods LLC and Edible Oils Limited joint ventures.

## **ITEM 2. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (Continued)**

The Company’s Corn Processing segment is engaged in corn wet milling and dry milling activities, with its asset base primarily located in the central part of the United States. The Corn Processing segment converts corn into sweeteners and starches, and bioproducts. Its products include ingredients used in the food and beverage industry including sweeteners, starch, syrup, glucose, and dextrose. Dextrose and starch are used by the Corn Processing segment as feedstocks for its bioproducts operations. By fermentation of dextrose, the Corn Processing segment produces alcohol, amino acids, and other specialty food and animal feed ingredients. Ethyl alcohol is produced by the Company for industrial use as ethanol or as beverage grade. Ethanol, in gasoline, increases octane and is used as an extender and oxygenate. Bioproducts also include amino acids such as lysine and threonine that are vital compounds used in swine feeds to produce leaner animals and in poultry feeds to enhance the speed and efficiency of poultry production. Corn gluten feed and meal, as well as distillers’ grains, are produced for use as animal feed ingredients. Corn germ, a by-product of the wet milling process, is further processed into vegetable oil and protein meal. Other Corn Processing products include citric and lactic acids, lactates, sorbitol, xanthan gum, and glycols which are used in various food and industrial products. The Corn Processing segment includes the activities of a propylene and ethylene glycol facility and the Company’s Brazilian sugarcane ethanol plant and related operations. This segment also includes the Company’s share of the results of its equity investments in Almidones Mexicanos S.A., Eaststarch C.V., and Red Star Yeast Company LLC.

The Agricultural Services segment utilizes its extensive U.S. grain elevator, global transportation network, and port operations to buy, store, clean, and transport agricultural commodities, such as oilseeds, corn, wheat, milo, oats, rice, and barley, and resells these commodities primarily as food and feed ingredients and as raw materials for the agricultural processing industry. Agricultural Services’ grain sourcing, handling, and transportation network provides reliable and efficient services to the Company’s customers and agricultural processing operations. Agricultural Services’ transportation network capabilities include barge, ocean-going vessel, truck, and rail freight services. The Agricultural Services segment also includes the activities related to the processing of wheat into wheat flour, the processing and distribution of formula feeds, animal health and nutrition products, and the procurement, processing, and distribution of edible beans. The Agricultural Services segment includes the activities of Alfred C. Toepfer International, an 80% owned global merchant of agricultural commodities and processed products. The Agricultural Services segment also includes the Company’s share of the results of its Kalama Export Company joint venture and its equity investment in Gruma until December 2012, when the Company’s interest in Gruma was sold.

Other includes the Company’s remaining operations, primarily its financial business units, related principally to futures commission merchant activities and captive insurance. In December 2012, the Company sold its remaining common equity interest in Hickory Point Bank resulting in no material effect to the Company’s earnings.

Corporate results principally include the impact of LIFO-related inventory adjustments, unallocated corporate expenses, and interest cost net of investment income.

### *Operating Performance Indicators*

The Company is exposed to certain risks inherent to an agricultural-based commodity business. These risks are further described in Item 1A, “Risk Factors” included in the Company’s transition report on Form 10-KT for the six months ended December 31, 2012.

## **ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (Continued)**

The Company's oilseeds processing and agricultural services operations are principally agricultural commodity-based businesses where changes in selling prices move in relationship to changes in prices of the commodity-based agricultural raw materials. Therefore, changes in agricultural commodity prices have relatively equal impacts on both net sales and other operating income and cost of products sold. Thus, changes in margins and gross profit of these businesses do not necessarily correspond to the changes in net sales and other operating income amounts.

The Company's corn processing operations and certain other food and animal feed processing operations also utilize agricultural commodities (or products derived from agricultural commodities) as raw materials. In these operations, agricultural commodity market price changes can result in significant fluctuations in cost of products sold, and such price changes cannot necessarily be passed directly through to the selling price of the finished products.

The Company has consolidated subsidiaries in over 75 countries. For the majority of the Company's subsidiaries located outside the United States, the local currency is the functional currency. Revenues and expenses denominated in foreign currencies are translated into U.S. dollars at the weighted average exchange rates for the applicable periods. For the majority of the Company's business activities in Brazil, the functional currency is the U.S. dollar; however, certain transactions, including taxes, occur in local currency and require conversion to the functional currency. Fluctuations in the exchange rates of foreign currencies, primarily the Euro, British pound, Canadian dollar, and Brazilian real, as compared to the U.S. dollar can result in corresponding fluctuations in the U.S. dollar value of revenues and expenses reported by the Company.

The Company measures the performance of its business segments using key financial metrics such as segment operating profit, profit per metric ton, return on invested capital, EBITDA, and cost per metric ton. The Company's operating results can vary significantly due to changes in factors such as fluctuations in energy prices, weather conditions, crop plantings, government programs and policies, changes in global demand, general global economic conditions, changes in standards of living, and global production of similar and competitive crops. Due to these unpredictable factors, the Company does not provide forward-looking information in "Management's Discussion and Analysis of Financial Condition and Results of Operations."

### ***Three Months Ended March 31, 2013 Compared to Three Months Ended March 31, 2012***

Net earnings attributable to controlling interests decreased \$130 million to \$269 million due principally to lower segment operating profit. Segment operating profit decreased \$288 million or 31% on lower Oilseeds and Agricultural Services profits. Partially offsetting the lower segment operating profit were lower charges related to changes in LIFO inventory valuations and the absence of \$74 million of prior year corporate costs mainly related to the global workforce reduction program. Earnings before income taxes this quarter includes charges of \$34 million from the effect of increasing agricultural commodity prices on LIFO inventory valuation reserves, compared to \$107 million for the three months ended March 31, 2012. The prior quarter global workforce reduction costs included in corporate primarily consist of one-time termination benefits provided to employees who were involuntarily terminated and \$34 million for pension remeasurement charges reflecting the impact of the voluntary early retirement program.

Income taxes decreased \$58 million due to lower earnings before income taxes. The Company's effective tax rate for the quarter ended March 31, 2013 was 28.0% in line with 28.7% for the quarter ended March 31, 2012.

## ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (Continued)

### *Market Factors Influencing Operations or Results*

As an agricultural commodity-based business, the Company is subject to a variety of market factors which affect the Company's operating results. Following a below-average 2012 harvest in North America, corn, soybean, and certain soft seed supplies were tight. Lower soft seed availability affected seed basis and industry production capacity utilization. In South America, the impacts from farmers' reluctance to sell their recently harvested commodities and higher trucking costs reduced margins. Additional cocoa pressing capacity coming on line, lower cocoa powder selling prices, and customer inventory reductions led to weak cocoa press margins. Lower ethanol industry production together with less U.S. imports reduced ethanol inventories and improved ethanol margins. Demand for U.S. corn, soybeans, and protein meal exports decreased as global buyers shifted toward South America. Solid corn sweetener demand continued to create tight U.S. sweetener industry capacity. U.S. biodiesel demand saw a modest recovery and, along with the reinstatement of the blenders' credit, led to improved margins. Weak margin conditions continued for European biodiesel.

### *Analysis of Statements of Earnings*

Net sales and other operating income by segment for the quarter are as follows:

	<b>Three Months Ended March 31,</b>		
	<b>2013</b>	<b>2012</b>	<b>Change</b>
	(In millions)		
Oilseeds Processing			
Crushing and Origination	\$ 4,740	\$ 4,130	\$ 610
Refining, Packaging, Biodiesel, and Other	2,374	2,528	(154)
Cocoa and Other	833	889	(56)
Asia	196	168	28
Total Oilseeds Processing	<u>8,143</u>	<u>7,715</u>	<u>428</u>
Corn Processing			
Sweeteners and Starches	1,172	1,239	(67)
Bioproducts	1,881	1,596	285
Total Corn Processing	<u>3,053</u>	<u>2,835</u>	<u>218</u>
Agricultural Services			
Merchandising and Handling	9,384	9,494	(110)
Transportation	46	60	(14)
Milling and Other	1,070	1,017	53
Total Agricultural Services	<u>10,500</u>	<u>10,571</u>	<u>(71)</u>
Other			
Financial	31	34	(3)
Total Other	<u>31</u>	<u>34</u>	<u>(3)</u>
Total	<u>\$ 21,727</u>	<u>\$ 21,155</u>	<u>\$ 572</u>

## **ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (Continued)**

Net sales and other operating income increased 3% to \$21.7 billion due principally to higher average selling prices partially offset by lower sales volumes. Oilseeds Processing sales increased 6% to \$8.1 billion due principally to higher average selling prices and higher sales volumes of soybean meal partially offset by lower sales volumes of merchandised soybeans. Corn Processing sales increased 8% to \$3.1 billion due principally to higher average selling prices of ethanol. Agricultural Services sales of \$10.5 billion were essentially flat as higher average selling prices of agricultural commodities were offset by lower U.S. sales volumes caused by drought-related decreased crop availability.

Cost of products sold increased 4% to \$21.0 billion due principally to higher costs of agricultural commodities partially offset by lower processed volumes. Manufacturing expenses were comparable as higher processing costs offset lower processed volumes.

Selling, general, and administrative expenses increased \$34 million or 8% to \$436 million due principally to the \$25 million provision for the anti-corruption matter, expenses related to changing the Company's fiscal year end, and other project-related expenses.

Asset impairment, exit, and restructuring costs of \$85 million in the quarter ended March 31, 2012 included Corporate charges of \$71 million for severance and benefits related to the global workforce reduction, including \$34 million for pension remeasurement triggered by an amendment of its U.S. plans due to the voluntary early retirement program, and \$3 million of facility exit and other related costs. In addition, the Company recorded in its Corn Processing segment \$14 million of facility exit and other related costs for the Walhalla, N.D. corn plant shutdown partially offset by a \$3 million recovery of prior quarter bioplastic-related charges.

Interest expense decreased 9% to \$106 million primarily due to lower average outstanding long term debt during this quarter.

Equity in earnings of unconsolidated affiliates increased 19% to \$137 million primarily due to higher equity earnings from the Company's investment in Wilmar partially offset by the absence of equity earnings in the Company's former investment in Gruma.

Other (income) expense – net declined by \$25 million to an expense of \$3 million this quarter due principally to foreign currency expenses in the current period and the absence of the \$8 million net gain on marketable securities transactions in the prior period.



## ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (Continued)

Operating profit by segment and earnings before income taxes for the quarter are as follows:

	Three Months Ended March 31,		
	2013	2012	Change
	(In millions)		
Oilseeds Processing			
Crushing and Origination	\$ 156	\$ 264	\$ (108)
Refining, Packaging, Biodiesel, and Other	108	79	29
Cocoa and Other	(22)	159	(181)
Asia	71	40	31
Total Oilseeds Processing	313	542	(229)
Corn Processing			
Sweeteners and Starches	76	95	(19)
Bioproducts	77	38	39
Total Corn Processing	153	133	20
Agricultural Services			
Merchandising and Handling	86	148	(62)
Transportation	6	27	(21)
Milling and Other	59	86	(27)
Total Agricultural Services	151	261	(110)
Other			
Financial	13	(18)	31
Total Other	13	(18)	31
Total Segment Operating Profit	630	918	(288)
Corporate	(255)	(350)	95
Earnings Before Income Taxes	\$ 375	\$ 568	\$ (193)

Oilseeds Processing operating profit decreased \$229 million to \$313 million. Crushing and Origination operating profit decreased \$108 million to \$156 million. In North America, soft seed crushing results were lower due primarily to lower margins resulting from low seed supply affecting seed basis and production capacity utilization. North American soybean crushing results were strong this quarter, but margins and production rates declined through the quarter amid lower export meal demand. In South America, farmers' reluctance to sell their recently harvested commodities and higher trucking costs negatively impacted results. European crushing and origination results continued to recover, aided by reduced imports of North and South American protein meal. Refining, Packaging, Biodiesel, and Other results improved \$29 million to \$108 million as U.S. biodiesel demand saw a modest recovery, partially offset by weak margin conditions in Europe. The current quarter includes a benefit of approximately \$20 million related to the biodiesel blender's credit, reinstated in January 2013 by the American Taxpayer Act of 2012, retroactive to 2012. Cocoa and Other results decreased \$181 million to a loss of \$22 million amid weaker press margins and the absence of \$72 million of net unrealized mark-to-market gains in the prior year quarter related to certain cocoa forward purchase and sales commitments accounted for as derivatives. Press margins were negatively impacted by additional industry processing capacity coming on line, lower cocoa powder selling prices, and declining demand as customers drew down inventories. Asia results improved \$31 million to \$71 million, principally reflecting the Company's share of the results from its equity investee, Wilmar.

## ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (Continued)

Corn Processing operating profit increased \$20 million to \$153 million. Sweeteners and Starches operating profit declined \$19 million to \$76 million but improved when adjusted for the timing effects related to corn hedge ineffectiveness. Solid demand for corn sweeteners translated to tight corn sweetener industry capacity. Bioproducts profit in the quarter improved \$39 million to \$77 million. Industry ethanol margins improved through the quarter as decreased industry production rates, lower levels of imports, and steady domestic demand resulted in lower inventories and improved margins. In the prior year's quarter, Bioproducts results included a \$14 million charge for impairment costs upon closure of the 30 million gallon per year ethanol dry mill in Walhalla, N.D.

Agricultural Services operating profits decreased \$110 million to \$151 million. Merchandising and Handling operating results declined \$62 million to \$86 million, due principally to lower volumes of U.S. origination and exports and lower execution margins in international merchandising. Earnings from transportation operations declined \$21 million to \$6 million as lower U.S. exports reduced barge freight utilization. Milling and Other remained steady, excluding last year's \$21 million of equity earnings from the Company's investment in Gruma, which was sold in December 2012.

Other financial operating profit increased \$31 million to \$13 million mainly due to the absence of significant provisions in last year's quarter at the Company's captive insurance subsidiary related to higher crop risk and property reserves.

Corporate results for the quarter are as follows:

	<b>Three Months Ended</b>		
	<b>March 31,</b>		
	<b>2013</b>	<b>2012</b>	<b>Change</b>
	(In millions)		
LIFO charge	\$ (34)	\$ (107)	\$ 73
Interest expense - net	(105)	(114)	9
Unallocated corporate costs	(82)	(138)	56
Other	(34)	9	(43)
Total Corporate	<u>\$ (255)</u>	<u>\$ (350)</u>	<u>\$ 95</u>

Corporate results were a loss of \$255 million this quarter compared to a loss of \$350 million in last year's quarter. The effects of changing commodity prices on LIFO inventory valuations resulted in a charge of \$34 million this quarter compared to a charge of \$107 million in the prior year quarter. Interest expense – net declined \$9 million due principally to lower outstanding long-term debt. Unallocated corporate costs in the prior year quarter included \$74 million of costs primarily related to the global workforce reduction program. Excluding these costs, unallocated corporate costs increased \$18 million due primarily to costs related to the change in the Company's fiscal year end and other strategic projects. Other increased due principally to the \$25 million provision for the anti-corruption matter.

### ***Liquidity and Capital Resources***

A Company objective is to have sufficient liquidity, balance sheet strength, and financial flexibility to fund the operating and capital requirements of a capital intensive, agricultural commodity-based business. The primary source of funds to finance the Company's operations and capital expenditures is cash generated by operations and lines of credit, including a commercial paper borrowing facility. In addition, the Company believes it has access to funds from public and private equity and debt capital markets in both the U.S. and international markets.

## **ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (Continued)**

At March 31, 2013, the Company had \$1.6 billion of cash, cash equivalents, and short-term marketable securities and a current ratio, defined as current assets divided by current liabilities, of 1.7 to 1. Included in working capital is \$7.9 billion of readily marketable commodity inventories. Cash provided by operating activities was \$0.4 billion for the quarter compared to cash used in operating activities of \$0.8 billion the same quarter last year. Working capital changes were flat in the current quarter and decreased cash by \$1.3 billion the same quarter last year. Cash provided by investing activities was \$0.2 billion for the quarter compared to a use of cash of \$0.2 billion the same quarter last year. Capital expenditures and net assets of businesses acquired were \$0.3 billion for the quarter compared to \$0.4 billion the same quarter last year. Cash used in financing activities was \$0.8 billion for the quarter compared to cash provided by financing activities of \$0.9 billion the same quarter last year. In the current quarter, net borrowings, principally commercial paper, decreased mostly due to decreased working capital requirements.

At March 31, 2013, the Company's capital resources included net worth of \$19.0 billion and lines of credit totaling \$8.6 billion, of which \$6.3 billion is unused. The Company's ratio of long-term debt to total capital (the sum of the Company's long-term debt and shareholders' equity) was 22% at March 31, 2013 and 25% at December 31, 2012. This ratio is a measure of the Company's long-term indebtedness and is an indicator of financial flexibility. Of the Company's total lines of credit, \$6.0 billion support a commercial paper borrowing facility, against which there was \$1.5 billion of commercial paper outstanding at March 31, 2013.

As of March 31, 2013, the Company had \$0.3 billion of cash held by foreign subsidiaries whose undistributed earnings are considered permanently reinvested. Due to the Company's historical ability to generate sufficient cash flows from its U.S. operations and unused and available U.S. credit capacity of \$4.5 billion, the Company has asserted that these funds are permanently reinvested outside the U.S.

On March 27, 2012, the Company entered into an amendment of its accounts receivable securitization program (as amended, the "Program") with certain commercial paper conduit purchasers and committed purchasers (collectively, the "Purchasers"). The Program provides the Company with up to \$1.0 billion in funding against accounts receivable transferred into the Program and expands the Company's access to liquidity through efficient use of its balance sheet assets. Under the Program, certain U.S.-originated trade accounts receivable are sold to a wholly-owned bankruptcy-remote entity, ADM Receivables, LLC ("ADM Receivables"). ADM Receivables in turn transfers such purchased accounts receivable in their entirety to the Purchasers pursuant to a receivables purchase agreement. In exchange for the transfer of the accounts receivable, ADM Receivables receives a cash payment of up to \$1.0 billion and an additional amount upon the collection of the accounts receivable (deferred consideration). ADM Receivables uses the cash proceeds from the transfer of receivables to the Purchasers and other consideration to finance the purchase of receivables from the Company and the ADM subsidiaries originating the receivables. The Company acts as master servicer, responsible for servicing and collecting the accounts receivable under the Program. The Program terminates on June 29, 2013 unless extended (see Note 15 for more information and disclosures on the Program). The Company intends to renew this \$1.0 billion facility on or before June 29, 2013.

## **ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (Continued)**

As of March 31, 2013, the Company held a 19.8% common equity interest in GrainCorp Limited (GrainCorp), a Company listed on the Australian Securities Exchange. On April 25, 2013, the Company announced that it has signed a takeover bid implementation deed with GrainCorp. On May 1, 2013, the Company announced that it intends to make a cash offer to acquire the outstanding common shares of GrainCorp for Australian \$12.20 per share under the terms of the takeover bid implementation deed. The offer implies an aggregate transaction value of about Australian \$3.4 billion, including GrainCorp's outstanding net debt. As part of the agreement, GrainCorp will pay to its shareholders, dividends out of current and retained earnings totaling Australian \$1.00 per share prior to the completion of the transaction. GrainCorp has indicated that the Company's offer would be unanimously recommended by the GrainCorp board. The offer is subject to conditions set out in the takeover bid implementation deed, which include regulatory approvals and a minimum acceptance level by GrainCorp shareholders. The three major credit rating agencies have put the Company's credit rating on negative watch, negative outlook or under review pending confirmation of the Company's acquisition funding plans, which will be a balance between operating cash flows and some forms of debt. Should the Company's rating be downgraded due to the consummation of the acquisition, the Company believes it will be able to access liquidity cost efficiently to fund the operations.

### ***Contractual Obligations and Commercial Commitments***

The Company's purchase obligations as of March 31, 2013 and December 31, 2012 were \$19.3 billion and \$19.5 billion, respectively. As of March 31, 2013, the Company expects to make payments related to purchase obligations of \$16.1 billion within the next twelve months. There were no material changes in the Company's contractual obligations during the quarter ended March 31, 2013.

### ***Off Balance Sheet Arrangements***

On March 27, 2012, the Company entered into an amendment of its accounts receivable securitization program (the "Program") with certain commercial paper conduit purchasers and committed purchasers (collectively, the "Purchasers"). Under the Program, certain U.S.-originated trade accounts receivable are sold to a wholly-owned bankruptcy-remote entity, ADM Receivables, LLC ("ADM Receivables"). ADM Receivables in turn transfers such purchased accounts receivable in their entirety to the Purchasers pursuant to a receivables purchase agreement. In exchange for the transfer of the accounts receivable, ADM Receivables receives a cash payment of up to \$1.0 billion and an additional amount upon the collection of the accounts receivable (deferred consideration). ADM Receivables uses the cash proceeds from the transfer of receivables to the Purchasers and other consideration to finance the purchase of receivables from the Company and the ADM subsidiaries originating the receivables. The Company accounts for these transfers as sales. The Company has no retained interests in the transferred receivables, other than collection and administrative responsibilities and its right to the deferred consideration. As of March 31, 2013, the fair value of trade receivables transferred to the Purchasers under the Program and derecognized from the Company's consolidated balance sheet was \$1.6 billion. At March 31, 2013, the related deferred consideration of \$0.6 billion was recorded in other current assets. Additional details of the Program are disclosed in Note 15 of the notes to the consolidated financial statements.

There were no other material changes in the Company's off balance sheet arrangements during the quarter ended March 31, 2013.

### ***Critical Accounting Policies***

There were no material changes in the Company's critical accounting policies during the quarter ended March 31, 2013.

### ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The market risk inherent in the Company's market risk sensitive instruments and positions is the potential loss arising from adverse changes in commodity market prices as they relate to the Company's net commodity position, foreign currency exchange rates, and interest rates. Significant changes in market risk sensitive instruments and positions for the quarter ended March 31, 2013 are described below. There were no material changes during the period in the Company's potential loss arising from changes in foreign currency exchange rates and interest rates.

For detailed information regarding the Company's market risk sensitive instruments and positions, see Item 7A, "Quantitative and Qualitative Disclosures About Market Risk" included in the Company's transition report on Form 10-KT for the six months ended December 31, 2012.

#### *Commodities*

The availability and prices of agricultural commodities are subject to wide fluctuations due to factors such as changes in weather conditions, crop disease, plantings, government programs and policies, competition, changes in global demand, changes in customer preferences and standards of living, and global production of similar and competitive crops.

The fair value of the Company's commodity position is a summation of the fair values calculated for each commodity by valuing all of the commodity positions at quoted market prices for the period, where available, or utilizing a close proxy. The Company has established metrics to monitor the amount of market risk exposure, which consist of volumetric limits and value-at-risk (VaR) limits. VaR measures the potential loss, at a 95% confidence level, that could be incurred over a one-year period. Volumetric limits are monitored daily and VaR calculations and sensitivity analysis are monitored weekly.

In addition to measuring the hypothetical loss resulting from an adverse two standard deviation move in market prices (assuming no correlations) over a one-year period using VaR, sensitivity analysis is performed measuring the potential loss in fair value resulting from a hypothetical 10% adverse change in market prices. The highest, lowest, and average weekly position together with the market risk from a hypothetical 10% adverse price change is as follows:

<u>Long/(Short)</u>	<b>Three months ended March 31, 2013</b>		<b>Six months ended December 31, 2012</b>	
	<b>Fair Value</b>	<b>Market Risk</b>	<b>Fair Value</b>	<b>Market Risk</b>
	(In millions)			
Highest position	\$ 660	\$ 66	\$ 2,218	\$ 222
Lowest position	(619)	(62)	536	54
Average position	(62)	(6)	1,417	142

The change in fair value of the average position was principally the result of a decrease in quantities underlying the daily net commodity position.

#### **ITEM 4. CONTROLS AND PROCEDURES**

As of March 31, 2013, an evaluation was performed under the supervision and with the participation of the Company's management, including the Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of the Company's "disclosure controls and procedures" (as defined in Rules 13a – 15(e) and 15d – 15(e) under the Securities Exchange Act of 1934 (the "Exchange Act")). Based on that evaluation, the Company's management, including the Chief Executive Officer and Chief Financial Officer, concluded the Company's disclosure controls and procedures were effective to ensure that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is (a) recorded, processed, summarized and reported within the time periods specified in Securities and Exchange Commission rules and forms and (b) accumulated and communicated to the Company's management, including the Chief Executive Officer and the Chief Financial Officer, to allow timely decisions regarding required disclosure.

On January 1, 2013, the Company completed implementation of a new consolidation accounting system. During each phase of the implementation, an appropriate level of employee training, testing of the system and monitoring of the financial results recorded in the system was conducted. This new consolidation accounting system represents a material change in internal control over financial reporting. Accordingly, the Company's system of internal control over financial reporting has been updated.

There were no other changes in the Company's internal controls over financial reporting during the Company's most recently completed fiscal quarter that has materially affected, or is reasonably likely to materially affect, the Company's internal controls over financial reporting.

## **PART II – OTHER INFORMATION**

### **ITEM 1. LEGAL PROCEEDINGS**

Since August 2008, the Company has been conducting an internal review of its policies, procedures and internal controls pertaining to the adequacy of its anti-corruption compliance program and of certain transactions conducted by the Company and its affiliates and joint ventures, primarily relating to grain and feed exports, that may have violated company policies, the U.S. Foreign Corrupt Practices Act, and other U.S. and foreign laws. The Company initially disclosed this review to the U.S. Department of Justice, the Securities and Exchange Commission, and certain foreign regulators in March 2009 and has subsequently provided periodic updates to the agencies. The Company engaged outside counsel and other advisors to assist in the review of these matters and has implemented, and is continuing to implement, appropriate remedial measures. The Company has recently completed its internal review and has initiated discussions with the Department of Justice and the Securities and Exchange Commission on the resolution of this matter. In connection with this review, government agencies could impose civil penalties or criminal fines and/or order that the Company disgorge any profits derived from any contracts involving inappropriate payments. Included in selling, general, and administrative expenses for the quarter ended March 31, 2013 was a \$25 million provision for the estimate of potential disgorgement, penalties or fines that may be imposed by government agencies pertaining to this matter. However, a final agreement has not been reached as of the date of this filing, and therefore the ultimate settlement is uncertain and may exceed \$25 million. These events have not had, and are not expected to have, a material impact on the Company's business or financial condition.

The Company is a party to routine legal proceedings that arise in the course of its business. The Company is not currently a party to any legal proceeding or environmental claim that it believes would have a material adverse effect on its financial position, results of operations, or liquidity.

### **ITEM 1A. RISK FACTORS**

There were no significant changes in the Company's risk factors during the quarter ended March 31, 2013. For further information about the Company's risk factors, refer to Part I, "Item 1A. Risk Factors" in the Company's Transition Report on Form 10-KT for the six months ended December 31, 2012.

## ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

### *Issuer Purchases of Equity Securities*

<b>Period</b>	<b>Total Number of Shares Purchased <sup>(1)</sup></b>	<b>Average Price Paid per Share</b>	<b>Total Number of Shares Purchased as Part of Publicly Announced Program <sup>(2)</sup></b>	<b>Number of Shares Remaining that May be Purchased Under the Program <sup>(2)</sup></b>
January 1, 2013 to January 31, 2013	186	\$27.714	186	68,398,547
February 1, 2013 to February 28, 2013	46,032	32.351	172	68,398,375
March 1, 2013 to March 31, 2013	<u>1,090</u>	<u>32.051</u>	<u>213</u>	<u>68,398,162</u>
Total	47,308	\$32.326	571	68,398,162

<sup>(1)</sup> Total shares purchased represent those shares purchased in the open market as part of the Company's publicly announced share repurchase program described below, shares received as payment for the exercise price of stock option exercises, and shares received as payment for the withholding taxes on vested restricted stock awards. During the three month period ended March 31, 2013, the Company received 46,737 shares as payment for the minimum withholding taxes on vested restricted stock awards. There were no shares received as payment for the exercise of stock option exercises.

<sup>(2)</sup> On November 5, 2009, the Company's Board of Directors approved a stock repurchase program authorizing the Company to repurchase up to 100,000,000 shares of the Company's common stock during the period commencing January 1, 2010 and ending December 31, 2014.



## ITEM 6. EXHIBITS

- (3)(i) Composite Certificate of Incorporation, as amended, filed on November 13, 2001 as Exhibit 3(i) to Form 10-Q for the quarter ended September 30, 2001 (File No. 1-44), is incorporated herein by reference.
- (ii) Bylaws, as amended, filed on February 11, 2013 as Exhibit 3(ii) to Form 8-K (File No. 1-44), are incorporated herein by reference.
- 10(i) Form of Stock Option Agreement for non-NEO employees (U.S.).
- (ii) Form of Restricted Stock Unit Award Agreement for non-NEO employees (U.S.).
- (iii) Form of Stock Option Agreement for NEOs.
- (iv) Form of Restricted Stock Unit Award Agreement for NEOs.
- (v) Form of Stock Option Agreement for international employees.
- (vi) Form of Restricted Stock Unit Award Agreement for international employees.
- (vii) Form of Performance Share Unit Award Agreement.
- (12) Calculation of Ratio of Earnings to Fixed Charges
- (31.1) Certification of Chief Executive Officer pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act, as amended.
- (31.2) Certification of Chief Financial Officer pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act, as amended.
- (32.1) Certification of Chief Executive Officer pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
- (32.2) Certification of Chief Financial Officer pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
- (101) Interactive Data File

## **SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

### **ARCHER-DANIELS-MIDLAND COMPANY**

/s/ R. G. Young  
R. G. Young  
Senior Vice President and  
Chief Financial Officer

/s/ M. I. Smith  
M. I. Smith  
Senior Vice President, Secretary and  
General Counsel

Dated: May 7, 2013

**Archer-Daniels-Midland Company  
2009 Incentive Compensation Plan****Stock Option Award Terms and Conditions**\*

These Terms and Conditions are part of a Stock Option Award Agreement (the “Agreement”) that governs a Stock Option Award made to you as an employee of the Archer-Daniels-Midland Company (the “Company”) or one of its Affiliates pursuant to the terms of the Company’s 2009 Incentive Compensation Plan, as amended (the “Plan”). The Agreement consists of a notice of Stock Option Award that has been provided to you (the “Notice”), these Terms and Conditions and the applicable terms of the Plan which are incorporated into the Agreement by reference, including the definitions of capitalized terms contained in the Plan.

**Section 1. Grant of Option.** The grant of this Stock Option Award to you is effective as of the Date of Grant specified in the Notice. This Option provides you with the right to purchase, during the Option Term described in Section 4, up to the number of shares of the Company’s common stock specified in the Notice (the “Option Shares”). This Option may be exercised and the Option Shares purchased at the price per share (the “Option Price”) specified in the Notice. This Option shall be treated as a Nonqualified Stock Option under the Plan.

**Section 2. Vesting and Exercise Schedule.** Subject to the provisions of Sections 3, 5 and 10, this Option shall become vested and exercisable as to the Option Shares in installments in accordance with the vesting and exercise schedule set forth in the Notice. At times in this Agreement, when the vesting, exercise or cancellation of this Option (or portion thereof) and the corresponding right to acquire Option Shares thereunder is discussed, for ease of reference the document will refer to the vesting, exercise or cancellation, as applicable, of “Option Shares.”

**Section 3. Accelerated Vesting.** Subject to Sections 10 and 12, all Option Shares shall become fully and immediately vested and exercisable upon the occurrence of a Change of Control of the Company, and shall remain exercisable until the Scheduled Termination Date (as defined in Section 4 below).

**Section 4. Option Term.** Option Shares that become exercisable pursuant to Section 2 or 3 hereof may be purchased at any time following vesting and prior to the expiration of the Option Term. For purposes of this Agreement, the “Option Term” shall commence on the Date of Grant and shall expire on the day prior to the tenth anniversary thereof (the “Scheduled Termination Date”), unless earlier terminated as provided in Sections 5 or 10. Upon the expiration of the Option Term, any unexercised Option Shares shall be cancelled and shall be of no further force or effect.

**Section 5. Effect of Termination of Service.** Except as set forth below in this Section 5, if you ceases to be an Employee other than as a result of your death, Retirement or Disability prior to the occurrence of any otherwise applicable vesting date or event provided in Section 2 or 3, you shall (i) forfeit the Option Shares that have not yet become vested, which shall be cancelled and be of no further force or effect, and (ii) subject to Section 10, retain the right to exercise any Option Shares that have previously become vested until the earlier of (A) the date three months after the effective date of such termination of service, or (B) the Scheduled Termination Date. If you cease to be an Employee as a result

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\* When distributed to grantees, these Terms and Conditions are accompanied by an electronic notice specifying the award’s size, date of grant, exercise price and vesting schedule.

of Retirement or Disability, then subject to Section 10, you shall (i) continue to vest in the Option Shares in accordance with the provisions of Sections 2 and 3, and (ii) retain the right to exercise all vested Option Shares until the Scheduled Termination Date. If you cease to be an Employee as a result of death, then all Option Shares shall become fully and immediately vested and exercisable upon your death, and shall remain exercisable until the Scheduled Termination Date.

Section 6. Procedure for Exercise. The Option may be exercised, in whole or part (for the purchase of whole Shares only), by delivery by you to the Company (in accordance with such procedures as the Committee may prescribe) of a written notice of exercise in the form specified by the Company (the "Exercise Notice"), along with payment in full of the Option Price in accordance with Section 7 and payment of applicable withholding tax obligations in accordance with Section 8. The Exercise Notice shall: (i) state the number of Option Shares being exercised; (ii) state the method of payment for the Option Shares and tax withholding pursuant to Section 8; (iii) include any representation or certification that may be required of you pursuant to Sections 9 or 10; (iv) if the Option shall be exercised by any person other than you pursuant to Section 13, be accompanied by appropriate proof of the right of such person to exercise the Option; and (v) comply with such further requirements consistent with the Plan as the Committee may from time to time prescribe.

Section 7. Payment of Option Price. Payment of the Option Price shall be made (i) in cash or by cash equivalent, (ii) by tendering, either by actual delivery of Shares or by attestation, previously acquired Shares having an aggregate Fair Market Value on the date of exercise equal to the total Option Price, (iii) by irrevocably authorizing a third party with which you have a brokerage or similar relationship to sell the Shares (or a sufficient portion of such Shares) acquired upon the exercise of the Option and remit to the Company a portion of the sale proceeds sufficient to pay the total Option Price, (iv) by authorizing the Company to withhold from the number of Option Shares as to which the Option is being exercised a number of Shares having an aggregate Fair Market Value on the date of exercise equal to the total Option Price, or (v) a combination of the methods described above. Issuance and delivery of Shares upon such exercise shall be evidenced by a stock certificate or appropriate entry on the books of the Company or a duly authorized transfer agent of the Company, and shall be subject to all conditions precedent specified in the Plan and this Agreement, including Sections 8 and 9.

Section 8. Withholding Taxes. You shall be responsible for the payment of any withholding taxes upon the occurrence of any event in connection with the Option (for example, exercise of the Option) that the Company determines may result in any tax withholding obligation, including any social security obligation. The issuance and delivery of any Shares upon exercise of the Option shall be conditioned upon the prior payment by you, or the establishment of arrangements satisfactory to the Company for the payment by you, of all such withholding tax obligations. You hereby authorize the Company (or the Affiliate that employs you) to withhold from salary or other amounts owed to you any sums required to satisfy withholding tax obligations in connection with the Option. If you wish to satisfy such withholding tax obligations by delivering Shares you already own or by having the Company retain a portion of the Option Shares that would otherwise be delivered to you upon exercise, you must make such a request which shall be subject to approval by the Company.

Section 9. Securities Law Compliance. No Option Shares shall be purchased upon the exercise of the Option unless and until the Company and/or you shall have complied with all applicable federal, state or foreign registration, listing and/or qualification requirements and all other requirements of law or of any regulatory agencies having jurisdiction, unless the Committee has received evidence satisfactory to it that you may acquire such Shares pursuant to an exemption from registration under the applicable securities laws. Any determination in this connection by the Committee shall be final, binding, and conclusive. The Company reserves the right to legend any Share certificate or book-entry, conditioning sales of such shares upon compliance with applicable federal and state securities laws and regulations.

#### Section 10. Forfeiture of Award and Compensation Recovery.

(a) Forfeiture Conditions. Notwithstanding anything to the contrary in this Agreement, if you cease to be an Employee because your employment is terminated for “cause” (as defined in paragraph (b) below), or if, during the term of your employment with the Company and its Affiliates, or during the period following Retirement or Disability and prior to the final vesting date specified in the vesting and exercise schedule referenced in Section 2, you breach any non-compete or confidentiality restrictions applicable to you (including the non-compete restriction in paragraph (c) below), or you participate in an activity that is deemed by the Company to be detrimental to the Company (including, without limitation, criminal activity), then (i) you shall immediately forfeit this Option and all rights thereunder shall cease, including any right to exercise any unexercised portion of the Option, and (ii) if the Option has been exercised, in whole or in part, then either (A) the Option Shares issued upon exercise of the Option shall be forfeited and returned to the Company and you shall be repaid the lesser of (x) the then-current Fair Market Value per Share or (y) the Option Price paid for such Option Shares, or (B) you will be required to pay to the Company in cash an amount equal to the gain realized by you from the exercise of such Option (measured by the difference between the Fair Market Value of the Option Shares on the date of exercise and the Option Price paid by you).

(b) Definition of “Cause”. For purposes of this Section 10, “cause” shall have the meaning specified in your employment agreement with the Company or an Affiliate, or, in the case you are not employed pursuant to an employment agreement or are party to an employment agreement that does not define the term, “cause” shall mean any of the following acts by you: (i) embezzlement or misappropriation of corporate funds, (ii) any acts resulting in a conviction for, or plea of guilty or nolo contendere to, a charge of commission of a felony, (iii) misconduct resulting in injury to the Company or any Affiliate, (iv) activities harmful to the reputation of the Company or any Affiliate, (v) a violation of Company or Affiliate operating guidelines or policies, (vi) willful refusal to perform, or substantial disregard of, the duties properly assigned to you, or (vi) a violation of any contractual, statutory or common law duty of loyalty to the Company or any Affiliate.

(c) Competition After Retirement or Disability. The Option Shares that would otherwise continue to vest after you cease to be an Employee due to Retirement or Disability as provided in Section 5 shall continue to vest only if, prior to the final vesting date specified in the vesting and exercise schedule referenced in Section 2, you do not engage in any activities that compete with the business operations of the Company and its Affiliates, including, but not limited to, working in any capacity for another company engaged in the processing of agricultural commodities, the manufacturing of biodiesel, ethanol, or food and feed ingredients, or the operation of grain elevators and crop origination and transportation networks. Prior to the exercise of this Option, you may be required to certify to the Company and provide such other evidence to the Company as the Company may reasonably require that you have not engaged in any activities that compete with the business operations of the Company and its Affiliates since you ceased to be an Employee due to Retirement or Disability.

(d) Compensation Recovery Policy. To the extent that this Award and any compensation associated therewith is considered “incentive-based compensation” within the meaning and subject to the requirements of Section 10D of the Exchange Act, this Award and any compensation associated therewith shall be subject to potential forfeiture or recovery by the Company in accordance with any compensation recovery policy adopted by the Board or the Committee in response to the requirements of Section 10D of the Exchange Act and any implementing rules and regulations thereunder adopted by the Securities and Exchange Commission or any national securities exchange on which the Company’s Shares are then listed. This Agreement may be unilaterally amended by the Committee to comply with any such compensation recovery policy.

Section 11. No Rights as Stockholder or Employee.

(a) No Stockholder Rights Before Exercise. You shall not have any privileges of a stockholder of the Company with respect to any Option Shares subject to (but not yet acquired upon valid exercise of) the Option, nor shall the Company have any obligation to pay any dividends or otherwise afford any rights to which holders of Shares are entitled with respect to any such Option Shares, until the date a stock certificate evidencing such Shares has been issued or an appropriate book-entry in the Company's stock register has been made.

(b) No Rights as Employee. Nothing in this Agreement or the Option shall confer upon you any right to continue as an Employee of the Company or any Affiliate or to interfere in any way with the right of the Company or any Affiliate to terminate your employment at any time.

Section 12. Adjustments. If at any time while the Option is outstanding, the number of outstanding Shares is changed by reason of a reorganization, recapitalization, stock split or any of the other events described in Section 4.3 of the Plan, the number and kind of Option Shares and/or the Option Price of such Option Shares shall be adjusted in accordance with the provisions of the Plan. In the event of certain corporate events specified in Article 20 of the Plan, any outstanding Options granted hereunder may be replaced by substituted options or canceled in exchange for payment of cash in accordance with the procedures and provisions of Article 20 of the Plan.

Section 13. Restriction on Transfer of Option. The Option may not be transferred, pledged, assigned, hypothecated or otherwise disposed of in any way by you, except as provided in Section 6.10(b) of the Plan. This Option may be exercisable during your lifetime only by you, by your legal guardian, committee or legal representative if you become legally incapacitated, or by a permitted transferee. The Option shall not be subject to execution, attachment or similar process. Any attempted assignment, transfer, pledge, hypothecation or other disposition of the Option contrary to the provisions of this Section 13 and Section 6.10(b) of the Plan, or the levy of any execution, attachment or similar process upon the Option, shall be null and void and without effect.

Section 14. Notices. Any notice hereunder by you shall be given to the Company in writing and such notice shall be deemed duly given only upon receipt thereof at the following address: Corporate Secretary, Archer-Daniels-Midland Company, 4666 Faries Parkway, Decatur, Illinois 62526, or at such other address as the Company may designate by notice to you. Any notice hereunder by the Company shall be given to you in writing and such notice shall be deemed duly given only upon receipt thereof at such address as you may have on file with the Company.

Section 15. Construction. The construction of the Notice and these Terms and Conditions is vested in the Committee, and the Committee's construction shall be final and conclusive. The Notice and these Terms and Conditions are subject to the provisions of the Plan, and to all interpretations, rules and regulations which may, from time to time, be adopted and promulgated by the Committee pursuant to the Plan. If there is any conflict between the provisions of the Notice and these Terms and Conditions on the one hand and the Plan on the other hand, the provisions of the Plan will govern.

Section 16. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without giving effect to the choice of law principles thereof.

Section 17. Binding Effect. This Agreement will be binding in all respects on your heirs, representatives, successors and assigns, and on the successors and assigns of the Company.

***By indicating your acceptance of this Stock Option Award, you agree to all the terms and conditions described above and contained in the Notice and in the Plan document.***

**Archer-Daniels-Midland Company  
2009 Incentive Compensation Plan**

**Restricted Stock Unit Award Terms and Conditions**\*

These Terms and Conditions are part of a Restricted Stock Unit Award Agreement (the “Agreement”) that governs a Restricted Stock Unit Award made to you as an employee of Archer-Daniels-Midland Company (the “Company”) or one of its Affiliates pursuant to the terms of the Company’s 2009 Incentive Compensation Plan, as amended (the “Plan”). The Agreement consists of a notice of Restricted Stock Unit Award that has been provided to you (the “Notice”), these Terms and Conditions and the applicable terms of the Plan which are incorporated into the Agreement by reference, including the definitions of capitalized terms contained in the Plan.

**Section 1. Grant of Restricted Stock Unit Award.** The grant of this Restricted Stock Unit Award to you is effective as of the Date of Grant specified in the Notice. This Restricted Stock Unit Award provides you the number of Restricted Stock Units specified in the Notice, each such Restricted Stock Unit representing the right to receive one share of the Company’s common stock.

**Section 2. Rights of the Recipient.**

(a) **No Shareholder Rights.** The Restricted Stock Units granted pursuant to this Award do not entitle you to any rights of a shareholder of the Company’s common stock. Your rights with respect to the Restricted Stock Units shall remain forfeitable at all times by you until satisfaction of the vesting conditions set forth in Section 3.

(b) **Restrictions on Transfer.** You shall not be entitled to transfer, sell, pledge, alienate, hypothecate or assign the Restricted Stock Units or this Award, except that in the event of your death, your estate shall be entitled to the Shares represented by the Restricted Stock Units. Any attempt to otherwise transfer the Restricted Stock Units or this Award shall be void. All rights with respect to the Restricted Stock Units and this Award shall be available only to you during your lifetime, and thereafter to your estate.

(c) **Dividend Equivalents.** As of each date that the Company pays a cash dividend to the holders of its common stock generally, the Company shall pay you an amount equal to the per share cash dividend paid by the Company on its common stock on that date multiplied by the number of Restricted Stock Units credited to you under this Award as of the related dividend payment record date. No such dividend equivalent payment shall be made with respect to any Restricted Stock Units which, as of such record date, have either been settled as provided in Section 4 or forfeited pursuant to Sections 5 or 6. Any such payment shall be made as soon as practicable after the related dividend payment date, but no later than the later of (i) the end of the calendar year in which the dividend payment date occurs, or (ii) the 15th day of the third calendar month after the dividend payment date.

**Section 3. Vesting.** Subject to the provisions of Sections 5 and 6, your right to receive Shares pursuant to this Award shall vest in full on the earliest to occur of the following (the “Vesting Date”):

- (i) the scheduled vesting date specified in the Notice,

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\* When distributed to grantees, these Terms and Conditions are accompanied by an electronic notice specifying the size of and vesting date for the award.



- (ii) a Change in Control of the Company (as defined in the Plan after giving effect to the proviso regarding Code Section 409A at the end of that definition), or
- (iii) your death.

Section 4. Settlement of Restricted Stock Units. Subject to the provisions of Section 6, after any Restricted Stock Units vest pursuant to Section 3, the Company shall cause to be issued to you, or to your estate in the event of your death, one share of its common stock in payment and settlement of each vested Restricted Stock Unit. Such issuance shall occur on or before the later of (i) the end of the calendar year in which the Vesting Date occurs, or (ii) the 15th day of the third calendar month after the Vesting Date, and you shall have no power to affect the timing of such issuance. Such issuance shall be evidenced by a stock certificate or appropriate entry on the books of the Company or a duly authorized transfer agent of the Company, shall be subject to the tax withholding provisions of Section 7, and shall be in complete satisfaction of such vested Restricted Stock Units. If the Restricted Stock Units that vest include a fractional Restricted Stock Unit, the Company shall round the number of vested Restricted Stock Units to the nearest whole unit prior to issuance of Shares as provided herein. If the ownership of or issuance of Shares to you as provided herein is not feasible due to applicable exchange controls, securities or tax laws or other provisions of applicable law, as determined by the Committee in its sole discretion, you or your legal representative shall receive cash proceeds in an amount equal to the Fair Market Value (as of the Vesting Date) of the Shares otherwise issuable to you, net of any amount required to satisfy withholding tax obligations as provided in Section 7.

Section 5. Effect of Termination of Service. If you cease to be an Employee prior to the Vesting Date other than as a result of your death, Retirement or Disability, you shall forfeit the Restricted Stock Units. If you cease to be an Employee as a result of death, then your right to receive Shares shall fully vest and the Company shall settle such Restricted Stock Units pursuant to Section 4. If you cease to be an Employee as a result of Retirement or Disability, then subject to the forfeiture conditions of Section 6, your right to receive Shares pursuant to this Award shall continue to vest in accordance with Section 3.

Section 6. Forfeiture of Award and Compensation Recovery.

(a) Forfeiture Conditions. Notwithstanding anything to the contrary in this Agreement, if you cease to be an Employee because your employment is terminated for “cause” (as defined in paragraph (b) below), or if, during the term of your employment with the Company and its Affiliates, or during the period following Retirement or Disability and prior to the Vesting Date, you breach any non-compete or confidentiality restrictions applicable to you (including the non-compete restriction in paragraph (c) below), or you participate in an activity that is deemed by the Company to be detrimental to the Company (including, without limitation, criminal activity), (i) you shall immediately forfeit this Award and any right to receive Shares that have not yet been issued pursuant to Section 4, and (ii) with respect to Shares that have been issued pursuant to this Award (or the cash value thereof paid) after the Vesting Date, either (A) you shall return such Shares to the Company, or (B) you shall pay to the Company in cash an amount equal to the Fair Market Value of such Shares as of the Vesting Date (or equal to the cash value previously paid).

(b) Definition of “Cause”. For purposes of this Section 6, “cause” shall have the meaning specified in your employment agreement with the Company or an Affiliate, or, in the case you are not employed pursuant to an employment agreement or are party to an employment agreement that does not define the term, “cause” shall mean any of the following acts by you: (i) embezzlement or misappropriation of corporate funds, (ii) any acts resulting in a conviction for, or plea of guilty or nolo contendere to, a charge of commission of a felony, (iii) misconduct resulting in injury to the Company or any Affiliate,

(iv) activities harmful to the reputation of the Company or any Affiliate, (v) a violation of Company or Affiliate operating guidelines or policies, (vi) willful refusal to perform, or substantial disregard of, the duties properly assigned to you, or (vi) a violation of any contractual, statutory or common law duty of loyalty to the Company or any Affiliate.

(c) Competition After Retirement or Disability. The Restricted Stock Units that would otherwise continue to vest after you cease to be an Employee due to Retirement or Disability as provided in Section 5 shall continue to vest only if, prior to the Vesting Date, you do not engage in any activities that compete with the business operations of the Company and its Affiliates, including, but not limited to, working in any capacity for another company engaged in the processing of agricultural commodities, the manufacturing of biodiesel, ethanol, or food and feed ingredients, or the operation of grain elevators and crop origination and transportation networks. Prior to the issuance of Shares, you may be required to certify to the Company and provide such other evidence to the Company as the Company may reasonably require that you have not engaged in any activities that compete with the business operations of the Company and its Affiliates since you ceased to be an Employee due to Retirement or Disability.

(d) Compensation Recovery Policy. To the extent that this Award and any compensation associated therewith is considered “incentive-based compensation” within the meaning and subject to the requirements of Section 10D of the Exchange Act, this Award and any compensation associated therewith shall be subject to potential forfeiture or recovery by the Company in accordance with any compensation recovery policy adopted by the Board or the Committee in response to the requirements of Section 10D of the Exchange Act and any implementing rules and regulations thereunder adopted by the Securities and Exchange Commission or any national securities exchange on which the Company’s Shares are then listed. This Agreement may be unilaterally amended by the Committee to comply with any such compensation recovery policy.

Section 7. Withholding of Taxes. You shall be responsible for the payment of any withholding taxes upon the occurrence of any event in connection with the Award (for example, vesting or issuance of Shares in settlement of Restricted Stock Units) that the Company determines may result in any tax withholding obligation, including any social security obligation. The delivery of Shares in settlement of Restricted Stock Units shall be conditioned upon the prior payment by you, or the establishment of arrangements satisfactory to the Company for the payment by you, of all such withholding tax obligations. You hereby authorize the Company (or the Affiliate that employs you) to withhold from salary or other amounts owed to you any sums required to satisfy withholding tax obligations in connection with the Award. If you wish to satisfy such withholding tax obligations by delivering Shares you already own or by having the Company retain a portion of the Shares that would otherwise be issued to you in settlement of the Restricted Stock Units, you must make such a request which shall be subject to approval by the Company. If payment of withholding tax obligations, or satisfactory payment arrangements, are not made on a timely basis, the Company may instruct an authorized broker to sell such number of Shares subject to the Award as are equal in value to the tax withholding obligations prior to the issuance of any Shares to you.

Section 8. Securities Law Compliance. No Shares shall be delivered upon the vesting of any Restricted Stock Units unless and until the Company and/or you shall have complied with all applicable federal, state or foreign registration, listing and/or qualification requirements and all other requirements of law or of any regulatory agencies having jurisdiction, unless the Committee has received evidence satisfactory to it that you may acquire such shares pursuant to an exemption from registration under the applicable securities laws. Any determination in this connection by the Committee shall be final, binding, and conclusive. The Company reserves the right to legend any Share certificate or book entry, conditioning sales of such Shares upon compliance with applicable federal and state securities laws and regulations.

Section 9.      No Rights as Employee or Consultant. Nothing in this Agreement or this Award shall confer upon you any right to continue as an Employee or consultant of the Company or any Affiliate, or to interfere in any way with the right of the Company or any Affiliate to terminate your service at any time.

Section 10.      Adjustments. If at any time while this Award is outstanding, the number of outstanding Shares is changed by reason of a reorganization, recapitalization, stock split or any of the other events described in Section 4.3 of the Plan, the number of Restricted Stock Units and the number and kind of securities that may be issued in respect of such Units shall be adjusted in accordance with the provisions of the Plan.

Section 11.      Notices. Any notice hereunder by you shall be given to the Company in writing and such notice shall be deemed duly given only upon receipt thereof by the Secretary of the Company at the Company's office at 4666 Faries Parkway, Decatur, Illinois 62526, or at such other address as the Company may designate by notice to you. Any notice hereunder by the Company shall be given to you in writing and such notice shall be deemed duly given only upon receipt thereof at such address as you may have on file with the Company.

Section 12.      Construction. The construction of the Notice and these Terms and Conditions is vested in the Committee, and the Committee's construction shall be final and conclusive. The Notice and these Terms and Conditions are subject to the provisions of the Plan, and to all interpretations, rules and regulations which may, from time to time, be adopted and promulgated by the Committee pursuant to the Plan. If there is any conflict between the provisions of the Notice and these Terms and Conditions on the one hand and the Plan on the other hand, the provisions of the Plan will govern.

Section 13.      Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without giving effect to the choice of law principles thereof.

Section 14.      Binding Effect. This Agreement will be binding in all respects on your heirs, representatives, successors and assigns, and on the successors and assigns of the Company.

***By indicating your acceptance of this Restricted Stock Unit Award, you agree to all the terms and conditions described above and contained in the Notice and in the Plan document.***

Named Executive Officers

**Archer-Daniels-Midland Company  
2009 Incentive Compensation Plan**

**Stock Option Award Terms and Conditions**\*

These Terms and Conditions are part of a Stock Option Award Agreement (the “Agreement”) that governs a Stock Option Award made to you as an employee of the Archer-Daniels-Midland Company (the “Company”) or one of its Affiliates pursuant to the terms of the Company’s 2009 Incentive Compensation Plan, as amended (the “Plan”). The Agreement consists of a notice of Stock Option Award that has been provided to you (the “Notice”), these Terms and Conditions and the applicable terms of the Plan which are incorporated into the Agreement by reference, including the definitions of capitalized terms contained in the Plan.

**Section 1. Grant of Option.** The grant of this Stock Option Award to you is effective as of the Date of Grant specified in the Notice. This Option provides you with the right to purchase, during the Option Term described in Section 4, up to the number of shares of the Company’s common stock specified in the Notice (the “Option Shares”). This Option may be exercised and the Option Shares purchased at the price per share (the “Option Price”) specified in the Notice. This Option shall be treated as a Nonqualified Stock Option under the Plan.

**Section 2. Vesting and Exercise Schedule.** Subject to the provisions of Sections 3, 5 and 10, this Option shall become vested and exercisable as to the Option Shares in installments in accordance with the vesting and exercise schedule set forth in the Notice. At times in this Agreement, when the vesting, exercise or cancellation of this Option (or portion thereof) and the corresponding right to acquire Option Shares thereunder is discussed, for ease of reference the document will refer to the vesting, exercise or cancellation, as applicable, of “Option Shares.”

**Section 3. Accelerated Vesting.** Subject to Sections 10 and 12, all Option Shares shall become fully and immediately vested and exercisable upon the occurrence of a Change of Control of the Company, and shall remain exercisable until the Scheduled Termination Date (as defined in Section 4 below).

**Section 4. Option Term.** Option Shares that become exercisable pursuant to Section 2 or 3 hereof may be purchased at any time following vesting and prior to the expiration of the Option Term. For purposes of this Agreement, the “Option Term” shall commence on the Date of Grant and shall expire on the day prior to the tenth anniversary thereof (the “Scheduled Termination Date”), unless earlier terminated as provided in Sections 5 or 10. Upon the expiration of the Option Term, any unexercised Option Shares shall be cancelled and shall be of no further force or effect.

**Section 5. Effect of Termination of Service.** Except as set forth below in this Section 5, if you ceases to be an Employee other than as a result of your death, Retirement or Disability prior to the occurrence of any otherwise applicable vesting date or event provided in Section 2 or 3, you shall (i) forfeit the Option Shares that have not yet become vested, which shall be cancelled and be of no further force or effect, and (ii) subject to Section 10, retain the right to exercise any Option Shares that have previously become vested until the earlier of (A) the date three months after the effective date of such termination of service, or (B) the Scheduled Termination Date. If you cease to be an Employee as a result

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\* When distributed to grantees, these Terms and Conditions are accompanied by an electronic notice specifying the award’s size, date of grant, exercise price and vesting schedule.

of Retirement or Disability, then subject to Section 10, you shall (i) continue to vest in the Option Shares in accordance with the provisions of Sections 2 and 3, and (ii) retain the right to exercise all vested Option Shares until the Scheduled Termination Date. If you cease to be an Employee as a result of death, then all Option Shares shall become fully and immediately vested and exercisable upon your death, and shall remain exercisable until the Scheduled Termination Date.

Section 6. Procedure for Exercise. The Option may be exercised, in whole or part (for the purchase of whole Shares only), by delivery by you to the Company (in accordance with such procedures as the Committee may prescribe) of a written notice of exercise in the form specified by the Company (the "Exercise Notice"), along with payment in full of the Option Price in accordance with Section 7 and payment of applicable withholding tax obligations in accordance with Section 8. The Exercise Notice shall: (i) state the number of Option Shares being exercised; (ii) state the method of payment for the Option Shares and tax withholding pursuant to Section 8; (iii) include any representation or certification that may be required of you pursuant to Sections 9 or 10; (iv) if the Option shall be exercised by any person other than you pursuant to Section 13, be accompanied by appropriate proof of the right of such person to exercise the Option; and (v) comply with such further requirements consistent with the Plan as the Committee may from time to time prescribe.

Section 7. Payment of Option Price. Payment of the Option Price shall be made (i) in cash or by cash equivalent, (ii) by tendering, either by actual delivery of Shares or by attestation, previously acquired Shares having an aggregate Fair Market Value on the date of exercise equal to the total Option Price, (iii) by irrevocably authorizing a third party with which you have a brokerage or similar relationship to sell the Shares (or a sufficient portion of such Shares) acquired upon the exercise of the Option and remit to the Company a portion of the sale proceeds sufficient to pay the total Option Price, (iv) by authorizing the Company to withhold from the number of Option Shares as to which the Option is being exercised a number of Shares having an aggregate Fair Market Value on the date of exercise equal to the total Option Price, or (v) a combination of the methods described above. Issuance and delivery of Shares upon such exercise shall be evidenced by a stock certificate or appropriate entry on the books of the Company or a duly authorized transfer agent of the Company, and shall be subject to all conditions precedent specified in the Plan and this Agreement, including Sections 8 and 9.

Section 8. Withholding Taxes. You shall be responsible for the payment of any withholding taxes upon the occurrence of any event in connection with the Option (for example, exercise of the Option) that the Company determines may result in any tax withholding obligation, including any social security obligation. The issuance and delivery of any Shares upon exercise of the Option shall be conditioned upon the prior payment by you, or the establishment of arrangements satisfactory to the Company for the payment by you, of all such withholding tax obligations. You hereby authorize the Company (or the Affiliate that employs you) to withhold from salary or other amounts owed to you any sums required to satisfy withholding tax obligations in connection with the Option. If you wish to satisfy such withholding tax obligations by delivering Shares you already own or by having the Company retain a portion of the Option Shares that would otherwise be delivered to you upon exercise, you must make such a request which shall be subject to approval by the Company.

Section 9. Securities Law Compliance. No Option Shares shall be purchased upon the exercise of the Option unless and until the Company and/or you shall have complied with all applicable federal, state or foreign registration, listing and/or qualification requirements and all other requirements of law or of any regulatory agencies having jurisdiction, unless the Committee has received evidence satisfactory to it that you may acquire such Shares pursuant to an exemption from registration under the applicable securities laws. Any determination in this connection by the Committee shall be final, binding, and conclusive. The Company reserves the right to legend any Share certificate or book-entry, conditioning sales of such shares upon compliance with applicable federal and state securities laws and regulations.

#### Section 10. Forfeiture of Award and Compensation Recovery.

(a) Forfeiture Conditions. Notwithstanding anything to the contrary in this Agreement, if (i) you engage in intentional misconduct pertaining to any financial reporting requirement under the Federal securities laws resulting in the Company's being required to prepare and file an accounting restatement with the Securities and Exchange Commission (the "SEC") as a result of such misconduct, other than a restatement due to changes in accounting policy, (ii) there is a material negative revision of a financial or operating measure on the basis of which incentive compensation was awarded or paid to you, (iii) you engage in any fraud, theft, misappropriation, embezzlement, or dishonesty to the material detriment of the Company's financial results as filed with the SEC, or (iv) during the term of your employment with the Company and its Affiliates, or during the period following Retirement or Disability and prior to the final vesting date specified in the vesting and exercise schedule referenced in Section 2, you breach any non-compete or confidentiality restrictions applicable to you (including the non-compete restriction in paragraph (b) below), then (x) you shall immediately forfeit this Option and all rights thereunder shall cease, including any right to exercise any unexercised portion of the Option, and (y) if the Option has been exercised, in whole or in part, then (A) the Option Shares issued upon exercise of the Option shall be forfeited and returned to the Company and you shall be repaid the lesser of (1) the then-current Fair Market Value per Share or (2) the Option Price paid for such Option Shares, or (B) if you have sold or otherwise transferred the Option Shares during the three-year period preceding the event specified in clauses (i)-(iv) above, you will be required to pay to the Company in cash an amount equal to the gain realized by you from the exercise of such Option (measured by the difference between the Fair Market Value of the Option Shares on the date of exercise and the Option Price paid by you).

(b) Competition After Retirement or Disability. The Option Shares that would otherwise continue to vest after you cease to be an Employee due to Retirement or Disability as provided in Section 5 shall continue to vest only if, prior to the final vesting date specified in the vesting and exercise schedule referenced in Section 2, you do not engage in any activities that compete with the business operations of the Company and its Affiliates, including, but not limited to, working in any capacity for another company engaged in the processing of agricultural commodities, the manufacturing of biodiesel, ethanol, or food and feed ingredients, or the operation of grain elevators and crop origination and transportation networks. Prior to the exercise of this Option, you may be required to certify to the Company and provide such other evidence to the Company as the Company may reasonably require that you have not engaged in any activities that compete with the business operations of the Company and its Affiliates since you ceased to be an Employee due to Retirement or Disability.

(c) Compensation Recovery Policy. To the extent that this Award and any compensation associated therewith is considered "incentive-based compensation" within the meaning and subject to the requirements of Section 10D of the Exchange Act, this Award and any compensation associated therewith shall be subject to potential forfeiture or recovery by the Company in accordance with any compensation recovery policy adopted by the Board or the Committee in response to the requirements of Section 10D of the Exchange Act and any implementing rules and regulations thereunder adopted by the Securities and Exchange Commission or any national securities exchange on which the Company's Shares are then listed. This Agreement may be unilaterally amended by the Committee to comply with any such compensation recovery policy.

#### Section 11. No Rights as Stockholder or Employee.

(a) No Stockholder Rights Before Exercise. You shall not have any privileges of a stockholder of the Company with respect to any Option Shares subject to (but not yet acquired upon valid exercise of) the Option, nor shall the Company have any obligation to pay any dividends or otherwise

afford any rights to which holders of Shares are entitled with respect to any such Option Shares, until the date a stock certificate evidencing such Shares has been issued or an appropriate book-entry in the Company's stock register has been made.

(b) No Rights as Employee. Nothing in this Agreement or the Option shall confer upon you any right to continue as an Employee of the Company or any Affiliate or to interfere in any way with the right of the Company or any Affiliate to terminate your employment at any time.

Section 12. Adjustments. If at any time while the Option is outstanding, the number of outstanding Shares is changed by reason of a reorganization, recapitalization, stock split or any of the other events described in Section 4.3 of the Plan, the number and kind of Option Shares and/or the Option Price of such Option Shares shall be adjusted in accordance with the provisions of the Plan. In the event of certain corporate events specified in Article 20 of the Plan, any outstanding Options granted hereunder may be replaced by substituted options or canceled in exchange for payment of cash in accordance with the procedures and provisions of Article 20 of the Plan.

Section 13. Restriction on Transfer of Option. The Option may not be transferred, pledged, assigned, hypothecated or otherwise disposed of in any way by you, except as provided in Section 6.10(b) of the Plan. This Option may be exercisable during your lifetime only by you, by your legal guardian, committee or legal representative if you become legally incapacitated, or by a permitted transferee. The Option shall not be subject to execution, attachment or similar process. Any attempted assignment, transfer, pledge, hypothecation or other disposition of the Option contrary to the provisions of this Section 13 and Section 6.10(b) of the Plan, or the levy of any execution, attachment or similar process upon the Option, shall be null and void and without effect.

Section 14. Notices. Any notice hereunder by you shall be given to the Company in writing and such notice shall be deemed duly given only upon receipt thereof at the following address: Corporate Secretary, Archer-Daniels-Midland Company, 4666 Faries Parkway, Decatur, Illinois 62526, or at such other address as the Company may designate by notice to you. Any notice hereunder by the Company shall be given to you in writing and such notice shall be deemed duly given only upon receipt thereof at such address as you may have on file with the Company.

Section 15. Construction. The construction of the Notice and these Terms and Conditions is vested in the Committee, and the Committee's construction shall be final and conclusive. The Notice and these Terms and Conditions are subject to the provisions of the Plan, and to all interpretations, rules and regulations which may, from time to time, be adopted and promulgated by the Committee pursuant to the Plan. If there is any conflict between the provisions of the Notice and these Terms and Conditions on the one hand and the Plan on the other hand, the provisions of the Plan will govern.

Section 16. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without giving effect to the choice of law principles thereof.

Section 17. Binding Effect. This Agreement will be binding in all respects on your heirs, representatives, successors and assigns, and on the successors and assigns of the Company.

***By indicating your acceptance of this Stock Option Award, you agree to all the terms and conditions described above and contained in the Notice and in the Plan document.***

Named Executive Officers

**Archer-Daniels-Midland Company  
2009 Incentive Compensation Plan****Restricted Stock Unit Award Terms and Conditions**\*

These Terms and Conditions are part of a Restricted Stock Unit Award Agreement (the “Agreement”) that governs a Restricted Stock Unit Award made to you as an employee of Archer-Daniels-Midland Company (the “Company”) or one of its Affiliates pursuant to the terms of the Company’s 2009 Incentive Compensation Plan, as amended (the “Plan”). The Agreement consists of a notice of Restricted Stock Unit Award that has been provided to you (the “Notice”), these Terms and Conditions and the applicable terms of the Plan which are incorporated into the Agreement by reference, including the definitions of capitalized terms contained in the Plan.

**Section 1. Grant of Restricted Stock Unit Award.** The grant of this Restricted Stock Unit Award to you is effective as of the Date of Grant specified in the Notice. This Restricted Stock Unit Award provides you the number of Restricted Stock Units specified in the Notice, each such Restricted Stock Unit representing the right to receive one share of the Company’s common stock.

**Section 2. Rights of the Recipient.**

(a) **No Shareholder Rights.** The Restricted Stock Units granted pursuant to this Award do not entitle you to any rights of a shareholder of the Company’s common stock. Your rights with respect to the Restricted Stock Units shall remain forfeitable at all times by you until satisfaction of the vesting conditions set forth in Section 3.

(b) **Restrictions on Transfer.** You shall not be entitled to transfer, sell, pledge, alienate, hypothecate or assign the Restricted Stock Units or this Award, except that in the event of your death, your estate shall be entitled to the Shares represented by the Restricted Stock Units. Any attempt to otherwise transfer the Restricted Stock Units or this Award shall be void. All rights with respect to the Restricted Stock Units and this Award shall be available only to you during your lifetime, and thereafter to your estate.

(c) **Dividend Equivalents.** As of each date that the Company pays a cash dividend to the holders of its common stock generally, the Company shall pay you an amount equal to the per share cash dividend paid by the Company on its common stock on that date multiplied by the number of Restricted Stock Units credited to you under this Award as of the related dividend payment record date. No such dividend equivalent payment shall be made with respect to any Restricted Stock Units which, as of such record date, have either been settled as provided in Section 4 or forfeited pursuant to Sections 5 or 6. Any such payment shall be made as soon as practicable after the related dividend payment date, but no later than the later of (i) the end of the calendar year in which the dividend payment date occurs, or (ii) the 15th day of the third calendar month after the dividend payment date.

**Section 3. Vesting.** Subject to the provisions of Sections 5 and 6, your right to receive Shares pursuant to this Award shall vest in full on the earliest to occur of the following (the “Vesting Date”):

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\* When distributed to grantees, these Terms and Conditions are accompanied by an electronic notice specifying the size of and vesting date for the award.



- (i) the scheduled vesting date specified in the Notice,
- (ii) a Change in Control of the Company (as defined in the Plan after giving effect to the proviso regarding Code Section 409A at the end of that definition), or
- (iii) your death.

Section 4. Settlement of Restricted Stock Units. Subject to the provisions of Section 6, after any Restricted Stock Units vest pursuant to Section 3, the Company shall cause to be issued to you, or to your estate in the event of your death, one share of its common stock in payment and settlement of each vested Restricted Stock Unit. Such issuance shall occur on or before the later of (i) the end of the calendar year in which the Vesting Date occurs, or (ii) the 15th day of the third calendar month after the Vesting Date, and you shall have no power to affect the timing of such issuance. Such issuance shall be evidenced by a stock certificate or appropriate entry on the books of the Company or a duly authorized transfer agent of the Company, shall be subject to the tax withholding provisions of Section 7, and shall be in complete satisfaction of such vested Restricted Stock Units. If the Restricted Stock Units that vest include a fractional Restricted Stock Unit, the Company shall round the number of vested Restricted Stock Units to the nearest whole unit prior to issuance of Shares as provided herein. If the ownership of or issuance of Shares to you as provided herein is not feasible due to applicable exchange controls, securities or tax laws or other provisions of applicable law, as determined by the Committee in its sole discretion, you or your legal representative shall receive cash proceeds in an amount equal to the Fair Market Value (as of the Vesting Date) of the Shares otherwise issuable to you, net of any amount required to satisfy withholding tax obligations as provided in Section 7.

Section 5. Effect of Termination of Service. If you cease to be an Employee prior to the Vesting Date other than as a result of your death, Retirement or Disability, you shall forfeit the Restricted Stock Units. If you cease to be an Employee as a result of death, then your right to receive Shares shall fully vest and the Company shall settle such Restricted Stock Units pursuant to Section 4. If you cease to be an Employee as a result of Retirement or Disability, then subject to the forfeiture conditions of Section 6, your right to receive Shares pursuant to this Award shall continue to vest in accordance with Section 3.

Section 6. Forfeiture of Award and Compensation Recovery.

(a) Forfeiture Conditions. Notwithstanding anything to the contrary in this Agreement, if (i) you engage in intentional misconduct pertaining to any financial reporting requirement under the Federal securities laws resulting in the Company's being required to prepare and file an accounting restatement with the Securities and Exchange Commission (the "SEC") as a result of such misconduct, other than a restatement due to changes in accounting policy, (ii) there is a material negative revision of a financial or operating measure on the basis of which incentive compensation was awarded or paid to you, (iii) you engage in any fraud, theft, misappropriation, embezzlement, or dishonesty to the material detriment of the Company's financial results as filed with the SEC, or (iv) during the term of your employment with the Company and its Affiliates, or during the period following Retirement or Disability and prior to the Vesting Date, you breach any non-compete or confidentiality restrictions applicable to you (including the non-compete restriction in paragraph (b) below), then (x) you shall immediately forfeit this Award and any right to receive Shares that have not yet been issued pursuant to Section 4, and (y) with respect to Shares that have been issued pursuant to this Award (or the cash value thereof paid) after the Vesting Date, (A) you shall return such Shares or cash value to the Company, or (B) if you have sold or otherwise transferred such Shares during the three-year period preceding the event specified in clauses (i)-(iv) above, you shall pay to the Company in cash an amount equal to the Fair Market Value of such Shares as of the Vesting Date (or equal to the cash value previously paid).

(b) Competition After Retirement or Disability. The Restricted Stock Units that would otherwise continue to vest after you cease to be an Employee due to Retirement or Disability as provided in Section 5 shall continue to vest only if, prior to the Vesting Date, you do not engage in any activities that compete with the business operations of the Company and its Affiliates, including, but not limited to, working in any capacity for another company engaged in the processing of agricultural commodities, the manufacturing of biodiesel, ethanol, or food and feed ingredients, or the operation of grain elevators and crop origination and transportation networks. Prior to the issuance of Shares, you may be required to certify to the Company and provide such other evidence to the Company as the Company may reasonably require that you have not engaged in any activities that compete with the business operations of the Company and its Affiliates since you ceased to be an Employee due to Retirement or Disability.

(c) Compensation Recovery Policy. To the extent that this Award and any compensation associated therewith is considered “incentive-based compensation” within the meaning and subject to the requirements of Section 10D of the Exchange Act, this Award and any compensation associated therewith shall be subject to potential forfeiture or recovery by the Company in accordance with any compensation recovery policy adopted by the Board or the Committee in response to the requirements of Section 10D of the Exchange Act and any implementing rules and regulations thereunder adopted by the Securities and Exchange Commission or any national securities exchange on which the Company’s Shares are then listed. This Agreement may be unilaterally amended by the Committee to comply with any such compensation recovery policy.

Section 7. Withholding of Taxes. You shall be responsible for the payment of any withholding taxes upon the occurrence of any event in connection with the Award (for example, vesting or issuance of Shares in settlement of Restricted Stock Units) that the Company determines may result in any tax withholding obligation, including any social security obligation. The delivery of Shares in settlement of Restricted Stock Units shall be conditioned upon the prior payment by you, or the establishment of arrangements satisfactory to the Company for the payment by you, of all such withholding tax obligations. You hereby authorize the Company (or the Affiliate that employs you) to withhold from salary or other amounts owed to you any sums required to satisfy withholding tax obligations in connection with the Award. If you wish to satisfy such withholding tax obligations by delivering Shares you already own or by having the Company retain a portion of the Shares that would otherwise be issued to you in settlement of the Restricted Stock Units, you must make such a request which shall be subject to approval by the Company. If payment of withholding tax obligations, or satisfactory payment arrangements, are not made on a timely basis, the Company may instruct an authorized broker to sell such number of Shares subject to the Award as are equal in value to the tax withholding obligations prior to the issuance of any Shares to you.

Section 8. Securities Law Compliance. No Shares shall be delivered upon the vesting of any Restricted Stock Units unless and until the Company and/or you shall have complied with all applicable federal, state or foreign registration, listing and/or qualification requirements and all other requirements of law or of any regulatory agencies having jurisdiction, unless the Committee has received evidence satisfactory to it that you may acquire such shares pursuant to an exemption from registration under the applicable securities laws. Any determination in this connection by the Committee shall be final, binding, and conclusive. The Company reserves the right to legend any Share certificate or book entry, conditioning sales of such Shares upon compliance with applicable federal and state securities laws and regulations.

Section 9. No Rights as Employee or Consultant. Nothing in this Agreement or this Award shall confer upon you any right to continue as an Employee or consultant of the Company or any Affiliate, or to interfere in any way with the right of the Company or any Affiliate to terminate your service at any time.

Section 10.      Adjustments. If at any time while this Award is outstanding, the number of outstanding Shares is changed by reason of a reorganization, recapitalization, stock split or any of the other events described in Section 4.3 of the Plan, the number of Restricted Stock Units and the number and kind of securities that may be issued in respect of such Units shall be adjusted in accordance with the provisions of the Plan.

Section 11.      Notices. Any notice hereunder by you shall be given to the Company in writing and such notice shall be deemed duly given only upon receipt thereof by the Secretary of the Company at the Company's office at 4666 Faries Parkway, Decatur, Illinois 62526, or at such other address as the Company may designate by notice to you. Any notice hereunder by the Company shall be given to you in writing and such notice shall be deemed duly given only upon receipt thereof at such address as you may have on file with the Company.

Section 12.      Construction. The construction of the Notice and these Terms and Conditions is vested in the Committee, and the Committee's construction shall be final and conclusive. The Notice and these Terms and Conditions are subject to the provisions of the Plan, and to all interpretations, rules and regulations which may, from time to time, be adopted and promulgated by the Committee pursuant to the Plan. If there is any conflict between the provisions of the Notice and these Terms and Conditions on the one hand and the Plan on the other hand, the provisions of the Plan will govern.

Section 13.      Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without giving effect to the choice of law principles thereof.

Section 14.      Binding Effect. This Agreement will be binding in all respects on your heirs, representatives, successors and assigns, and on the successors and assigns of the Company.

***By indicating your acceptance of this Restricted Stock Unit Award, you agree to all the terms and conditions described above and contained in the Notice and in the Plan document.***

**Archer-Daniels-Midland Company  
2009 Incentive Compensation Plan**

**Stock Option Award Terms and Conditions**\*

These Terms and Conditions are part of a Stock Option Award Agreement (the “Agreement”) that governs a Stock Option Award made to you as an employee of the Archer-Daniels-Midland Company (the “Company”) or one of its Affiliates pursuant to the terms of the Company’s 2009 Incentive Compensation Plan, as amended (the “Plan”). The Agreement consists of a notice of Stock Option Award that has been provided to you (the “Notice”), these Terms and Conditions and the applicable terms of the Plan which are incorporated into the Agreement by reference, including the definitions of capitalized terms contained in the Plan.

**Section 1. Grant of Option.** The grant of this Stock Option Award to you is effective as of the Date of Grant specified in the Notice. This Option provides you with the right to purchase, during the Option Term described in Section 4, up to the number of shares of the Company’s common stock specified in the Notice (the “Option Shares”). This Option may be exercised and the Option Shares purchased at the price per share (the “Option Price”) specified in the Notice. This Option shall be treated as a Nonqualified Stock Option under the Plan.

**Section 2. Vesting and Exercise Schedule.** Subject to the provisions of Sections 3, 5 and 10, this Option shall become vested and exercisable as to the Option Shares in installments in accordance with the vesting and exercise schedule set forth in the Notice. At times in this Agreement, when the vesting, exercise or cancellation of this Option (or portion thereof) and the corresponding right to acquire Option Shares thereunder is discussed, for ease of reference the document will refer to the vesting, exercise or cancellation, as applicable, of “Option Shares.”

**Section 3. Accelerated Vesting.** Subject to Sections 10 and 14, all Option Shares shall become fully and immediately vested and exercisable upon the occurrence of a Change of Control of the Company, and shall remain exercisable until the Scheduled Termination Date (as defined in Section 4 below).

**Section 4. Option Term.** Option Shares that become exercisable pursuant to Section 2 or 3 hereof may be purchased at any time following vesting and prior to the expiration of the Option Term. For purposes of this Agreement, the “Option Term” shall commence on the Date of Grant and shall expire on the day prior to the tenth anniversary thereof (the “Scheduled Termination Date”), unless earlier terminated as provided in Sections 5 or 10. Upon the expiration of the Option Term, any unexercised Option Shares shall be cancelled and shall be of no further force or effect.

**Section 5. Effect of Termination of Service.** Except as set forth below in this Section 5, if you cease to be an Employee other than as a result of your death, Retirement or Disability prior to the occurrence of any otherwise applicable vesting date or event provided in Section 2 or 3, you shall (i) forfeit the Option Shares that have not yet become vested, which shall be cancelled and be of no further force or effect, and (ii) subject to Section 10, retain the right to exercise any Option Shares that have previously become vested until the earlier of (A) the date three months after the effective date of such termination of service, or (B) the Scheduled Termination Date. If you cease to be an Employee as a result

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\* When distributed to grantees, these Terms and Conditions are accompanied by an electronic notice specifying the award’s size, date of grant, exercise price and vesting schedule.

of Retirement or Disability, then subject to Section 10, you shall (i) continue to vest in the Option Shares in accordance with the provisions of Sections 2 and 3, and (ii) retain the right to exercise all vested Option Shares until the Scheduled Termination Date. If you cease to be an Employee as a result of death, then all Option Shares shall become fully and immediately vested and exercisable upon your death, and shall remain exercisable until the Scheduled Termination Date. Any period of common-law notice of termination of employment or payment in lieu of common law notice of termination shall not be considered "employment" for purposes of determining when your employment has terminated or when you cease to be an Employee.

Section 6. Procedure for Exercise. The Option may be exercised, in whole or part (for the purchase of whole Shares only), by delivery by you to the Company (in accordance with such procedures as the Committee may prescribe) of a written notice of exercise in the form specified by the Company (the "Exercise Notice"), along with payment in full of the Option Price in accordance with Section 7 and payment of applicable withholding tax obligations in accordance with Section 8. The Exercise Notice shall: (i) state the number of Option Shares being exercised; (ii) state the method of payment for the Option Shares and tax withholding pursuant to Section 8; (iii) include any representation or certification that may be required of you pursuant to Sections 9 or 10; (iv) if the Option shall be exercised by any person other than you pursuant to Section 15, be accompanied by appropriate proof of the right of such person to exercise the Option; and (v) comply with such further requirements consistent with the Plan as the Committee may from time to time prescribe.

Section 7. Payment of Option Price. Payment of the Option Price shall be made (i) in cash or by cash equivalent, (ii) by tendering, either by actual delivery of Shares or by attestation, previously acquired Shares having an aggregate Fair Market Value on the date of exercise equal to the total Option Price, (iii) by irrevocably authorizing a third party with which you have a brokerage or similar relationship to sell the Shares (or a sufficient portion of such Shares) acquired upon the exercise of the Option and remit to the Company a portion of the sale proceeds sufficient to pay the total Option Price, (iv) by authorizing the Company to withhold from the number of Option Shares as to which the Option is being exercised a number of Shares having an aggregate Fair Market Value on the date of exercise equal to the total Option Price, or (v) a combination of the methods described above. Issuance and delivery of Shares upon such exercise shall be evidenced by a stock certificate or appropriate entry on the books of the Company or a duly authorized transfer agent of the Company, and shall be subject to all conditions precedent specified in the Plan and this Agreement, including Sections 8 and 9.

Section 8. Withholding Taxes. You shall be responsible for the payment of any withholding taxes upon the occurrence of any event in connection with the Option (for example, exercise of the Option) that the Company determines may result in any domestic or foreign tax withholding obligation, including any social security obligation. The issuance and delivery of any Shares upon exercise of the Option shall be conditioned upon the prior payment by you, or the establishment of arrangements satisfactory to the Company for the payment by you, of all such withholding tax obligations. The Company (or the Affiliate that employs you) shall have the right to withhold Shares subject to the Award equal in value to the amount of such tax withholding obligations. The Company may permit you to arrange for the satisfaction of the minimum amount of such tax withholding obligations by payment of the estimated tax obligations to the Company (or the Affiliate that employs you) to the fullest extent permitted by law. Payment may be made by electronic funds transfer, check or authority to withhold from salary or other amounts owed to you. If such payment, or satisfactory payment arrangements, are not made on a timely basis, the Company may instruct an authorized broker to sell such number of Shares being acquired upon exercise of the Option as are equal in value to the tax withholding obligations prior to the transfer of Shares to you.

Section 9. Securities Law Compliance. No Option Shares shall be purchased upon the exercise of the Option unless and until the Company and/or you shall have complied with all applicable federal, state or foreign registration, listing and/or qualification requirements and all other requirements of law or of any regulatory agencies having jurisdiction, unless the Committee has received evidence satisfactory to it that you may acquire such Shares pursuant to an exemption from registration under the applicable securities laws. Any determination in this connection by the Committee shall be final, binding, and conclusive. The Company reserves the right to legend any Share certificate or book-entry, conditioning sales of such shares upon compliance with applicable federal and state securities laws and regulations.

Section 10. Forfeiture of Award and Compensation Recovery.

(a) Forfeiture Conditions. Notwithstanding anything to the contrary in this Agreement, if you cease to be an Employee because your employment is terminated for “cause” (as defined in paragraph (b) below), or if, during the term of your employment with the Company and its Affiliates, or during the period following Retirement or Disability and prior to the final vesting date specified in the vesting and exercise schedule referenced in Section 2, you breach any non-compete or confidentiality restrictions applicable to you (including the non-compete restriction in paragraph (c) below), or you participate in an activity that is deemed by the Company to be detrimental to the Company (including, without limitation, criminal activity), then (i) you shall immediately forfeit this Option and all rights thereunder shall cease, including any right to exercise any unexercised portion of the Option, and (ii) if the Option has been exercised, in whole or in part, then either (A) the Option Shares issued upon exercise of the Option shall be forfeited and returned to the Company and you shall be repaid the lesser of (x) the then-current Fair Market Value per Share or (y) the Option Price paid for such Option Shares, or (B) you will be required to pay to the Company in cash an amount equal to the gain realized by you from the exercise of such Option (measured by the difference between the Fair Market Value of the Option Shares on the date of exercise and the Option Price paid by you).

(b) Definition of “Cause”. For purposes of this Section 10, “cause” shall have the meaning specified in your employment agreement with the Company or an Affiliate, or, in the case you are not employed pursuant to an employment agreement or are party to an employment agreement that does not define the term, “cause” shall mean any of the following acts by you: (i) embezzlement or misappropriation of corporate funds, (ii) any acts resulting in a conviction for, or plea of guilty or nolo contendere to, a charge of commission of a felony, (iii) misconduct resulting in injury to the Company or any Affiliate, (iv) activities harmful to the reputation of the Company or any Affiliate, (v) a violation of Company or Affiliate operating guidelines or policies, (vi) willful refusal to perform, or substantial disregard of, the duties properly assigned to you, or (vi) a violation of any contractual, statutory or common law duty of loyalty to the Company or any Affiliate.

(c) Competition After Retirement or Disability. The Option Shares that would otherwise continue to vest after you cease to be an Employee due to Retirement or Disability as provided in Section 5 shall continue to vest only if, prior to the final vesting date specified in the vesting and exercise schedule referenced in Section 2, you do not engage in any activities that compete with the business operations of the Company and its Affiliates, including, but not limited to, working in any capacity for another company engaged in the processing of agricultural commodities, the manufacturing of biodiesel, ethanol, or food and feed ingredients, or the operation of grain elevators and crop origination and transportation networks. Prior to the exercise of this Option, you may be required to certify to the Company and provide such other evidence to the Company as the Company may reasonably require that you have not engaged in any activities that compete with the business operations of the Company and its Affiliates since you ceased to be an Employee due to Retirement or Disability.

(d) Compensation Recovery Policy. To the extent that this Award and any compensation associated therewith is considered “incentive-based compensation” within the meaning and subject to the requirements of Section 10D of the Exchange Act, this Award and any compensation associated therewith shall be subject to potential forfeiture or recovery by the Company in accordance with any compensation recovery policy adopted by the Board or the Committee in response to the requirements of Section 10D of the Exchange Act and any implementing rules and regulations thereunder adopted by the Securities and Exchange Commission or any national securities exchange on which the Company’s Shares are then listed. This Agreement may be unilaterally amended by the Committee to comply with any such compensation recovery policy.

Section 11. Nature of the Award. You understand that the value that may be realized, if any, from the Award is contingent, and depends on the future market price of the Company’s common stock, among other factors. You further confirm your understanding that the Award is intended to promote employee retention and stock ownership and to align employees’ interests with those of shareholders, is subject to vesting conditions and will be cancelled if vesting conditions are not satisfied.

You also understand that (i) the Plan is discretionary in nature and may be suspended or terminated by the Company at any time; (ii) the grant of an Award is voluntary and occasional and does not create any contractual or other right to receive future Awards, or benefits in lieu of Awards even if Awards have been granted repeatedly in the past; (iii) all decisions with respect to any future award will be at the sole discretion of the Company; (iv) your participation in the Plan is voluntary; (v) the value of this Award is an extraordinary item of compensation which is outside the scope of your employment contract with your actual employer, if any; (vi) this Award and past or future Awards are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; and (vii) no claim or entitlement to compensation or damages arises from termination of this Award or diminution in value of this Award, and you irrevocably release the Company, and its Affiliates from any such claim that may arise.

Section 12. Administration. You understand that the Company and its Affiliates hold certain personal information about you, including, but not limited to, information such as your name, home address, telephone number, date of birth, salary, nationality, job title, social security number, social insurance number or other such tax identity number and details of all Awards or other entitlement to shares of common stock awarded, cancelled, exercised, vested, unvested or outstanding in your favor (“Personal Data”).

You understand that in order for the Company to process your Award and maintain a record of Shares under the Plan, the Company shall collect, use, transfer and disclose Personal Data within the Company and among its Affiliates electronically or otherwise, as necessary for the implementation and administration of the Plan including, in the case of a social insurance number, for income reporting purposes as required by law. You further understand that the Company may transfer Personal Data, electronically or otherwise, to third parties, including but not limited to such third parties as outside tax, accounting, technical and legal consultants when such third parties are assisting the Company or its Affiliates in the implementation and administration of the Plan. You understand that such recipients may be located within the jurisdiction of your residence, or within the United States or elsewhere and are subject to the legal requirements in those jurisdictions. You understand that the employees of the Company, its Affiliates and third parties performing work related to the implementation and administration of the Plan shall have access to the Personal Data as is necessary to fulfill their duties related to the implementation and administration of the Plan. By accepting this Award, you consent, to the fullest extent permitted by law, to the collection, use, transfer and disclosure, electronically or otherwise, of your Personal Data by or to such entities for such purposes and you accept that this may

involve the transfer of Personal Data to a country which may not have the same level of data protection law as the country in which this Agreement is executed. You confirm that if you have provided or, in the future, will provide Personal Data concerning third parties including beneficiaries, you have the consent of such third party to provide their Personal Data to the Company for the same purposes.

You understand that you may, at any time, request to review the Personal Data and require any necessary amendments to it by contacting the Company in writing. As well, you may always elect to forgo participation in the Plan or any other award program.

Section 13. No Rights as Stockholder or Employee.

(a) No Stockholder Rights Before Exercise. You shall not have any privileges of a stockholder of the Company with respect to any Option Shares subject to (but not yet acquired upon valid exercise of) the Option, nor shall the Company have any obligation to pay any dividends or otherwise afford any rights to which holders of Shares are entitled with respect to any such Option Shares, until the date a stock certificate evidencing such Shares has been issued or an appropriate book-entry in the Company's stock register has been made.

(b) No Rights as Employee. Nothing in this Agreement or the Option shall confer upon you any right to continue as an Employee of the Company or any Affiliate or to interfere in any way with the right of the Company or any Affiliate to terminate your employment at any time.

Section 14. Adjustments. If at any time while the Option is outstanding, the number of outstanding Shares is changed by reason of a reorganization, recapitalization, stock split or any of the other events described in Section 4.3 of the Plan, the number and kind of Option Shares and/or the Option Price of such Option Shares shall be adjusted in accordance with the provisions of the Plan. In the event of certain corporate events specified in Article 20 of the Plan, any outstanding Options granted hereunder may be replaced by substituted options or canceled in exchange for payment of cash in accordance with the procedures and provisions of Article 20 of the Plan.

Section 15. Restriction on Transfer of Option. The Option may not be transferred, pledged, assigned, hypothecated or otherwise disposed of in any way by you, except as provided in Section 6.10(b) of the Plan. This Option may be exercisable during your lifetime only by you, by your legal guardian, committee or legal representative if you become legally incapacitated, or by a permitted transferee. The Option shall not be subject to execution, attachment or similar process. Any attempted assignment, transfer, pledge, hypothecation or other disposition of the Option contrary to the provisions of this Section 15 and Section 6.10(b) of the Plan, or the levy of any execution, attachment or similar process upon the Option, shall be null and void and without effect.

Section 16. Notices. Any notice hereunder by you shall be given to the Company in writing and such notice shall be deemed duly given only upon receipt thereof at the following address: Corporate Secretary, Archer-Daniels-Midland Company, 4666 Faries Parkway, Decatur, Illinois 62526, or at such other address as the Company may designate by notice to you. Any notice hereunder by the Company shall be given to you in writing and such notice shall be deemed duly given only upon receipt thereof at such address as you may have on file with the Company.

Section 17. Construction. The construction of the Notice and these Terms and Conditions is vested in the Committee, and the Committee's construction shall be final and conclusive. The Notice and these Terms and Conditions are subject to the provisions of the Plan, and to all interpretations, rules and regulations which may, from time to time, be adopted and promulgated by the Committee pursuant to the



Plan. If there is any conflict between the provisions of the Notice and these Terms and Conditions on the one hand and the Plan on the other hand, the provisions of the Plan will govern.

Section 18. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without giving effect to the choice of law principles thereof.

Section 19. Binding Effect. This Agreement will be binding in all respects on your heirs, representatives, successors and assigns, and on the successors and assigns of the Company.

***By indicating your acceptance of this Stock Option Award, you agree to all the terms and conditions described above and contained in the Notice and in the Plan document.***

International Employees

**Archer-Daniels-Midland Company  
2009 Incentive Compensation Plan**

**Restricted Stock Unit Award Terms and Conditions**\*

These Terms and Conditions are part of a Restricted Stock Unit Award Agreement (the “Agreement”) that governs a Restricted Stock Unit Award made to you as an employee of Archer-Daniels-Midland Company (the “Company”) or one of its Affiliates pursuant to the terms of the Company’s 2009 Incentive Compensation Plan, as amended (the “Plan”). The Agreement consists of a notice of Restricted Stock Unit Award that has been provided to you (the “Notice”), these Terms and Conditions and the applicable terms of the Plan which are incorporated into the Agreement by reference, including the definitions of capitalized terms contained in the Plan.

Section 1. Grant of Restricted Stock Unit Award. The grant of this Restricted Stock Unit Award to you is effective as of the Date of Grant specified in the Notice. This Restricted Stock Unit Award provides you the number of Restricted Stock Units specified in the Notice, each such Restricted Stock Unit representing the right to receive one share of the Company’s common stock.

Section 2. Rights of the Recipient.

(a) No Shareholder Rights. The Restricted Stock Units granted pursuant to this Award do not entitle you to any rights of a shareholder of the Company’s common stock. Your rights with respect to the Restricted Stock Units shall remain forfeitable at all times by you until satisfaction of the vesting conditions set forth in Section 3.

(b) Restrictions on Transfer. You shall not be entitled to transfer, sell, pledge, alienate, hypothecate or assign the Restricted Stock Units or this Award, except that in the event of your death, your estate shall be entitled to the Shares represented by the Restricted Stock Units. Any attempt to otherwise transfer the Restricted Stock Units or this Award shall be void. All rights with respect to the Restricted Stock Units and this Award shall be available only to you during your lifetime, and thereafter to your estate.

(c) Dividend Equivalents. As of each date that the Company pays a cash dividend to the holders of its common stock generally, the Company shall pay you an amount equal to the per share cash dividend paid by the Company on its common stock on that date multiplied by the number of Restricted Stock Units credited to you under this Award as of the related dividend payment record date. No such dividend equivalent payment shall be made with respect to any Restricted Stock Units which, as of such record date, have either been settled as provided in Section 4 or forfeited pursuant to Sections 5 or 6. Any such payment shall be made as soon as practicable after the related dividend payment date, but no later than the later of (i) the end of the calendar year in which the dividend payment date occurs, or (ii) the 15th day of the third calendar month after the dividend payment date.

Section 3. Vesting. Subject to the provisions of Sections 5 and 6, your right to receive Shares pursuant to this Award shall vest in full on the earliest to occur of the following (the “Vesting Date”):

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\* When distributed to grantees, these Terms and Conditions are accompanied by an electronic notice specifying the size of and vesting date for the award.

- (i) the scheduled vesting date specified in the Notice,
- (ii) a Change in Control of the Company (as defined in the Plan after giving effect to the proviso regarding Code Section 409A at the end of that definition), or
- (iii) your death.

Section 4. Settlement of Restricted Stock Units. Subject to the provisions of Section 6, after any Restricted Stock Units vest pursuant to Section 3, the Company shall cause to be issued to you, or to your estate in the event of your death, one share of its common stock in payment and settlement of each vested Restricted Stock Unit. Such issuance shall occur on or before the later of (i) the end of the calendar year in which the Vesting Date occurs, or (ii) the 15th day of the third calendar month after the Vesting Date, and you shall have no power to affect the timing of such issuance. Such issuance shall be evidenced by a stock certificate or appropriate entry on the books of the Company or a duly authorized transfer agent of the Company, shall be subject to the tax withholding provisions of Section 7, and shall be in complete satisfaction of such vested Restricted Stock Units. If the Restricted Stock Units that vest include a fractional Restricted Stock Unit, the Company shall round the number of vested Restricted Stock Units to the nearest whole unit prior to issuance of Shares as provided herein. If the ownership of or issuance of Shares to you as provided herein is not feasible due to applicable exchange controls, securities or tax laws or other provisions of applicable law, as determined by the Committee in its sole discretion, you or your legal representative shall receive cash proceeds in an amount equal to the Fair Market Value (as of the Vesting Date) of the Shares otherwise issuable to you, net of any amount required to satisfy withholding tax obligations as provided in Section 7.

Section 5. Effect of Termination of Service. If you cease to be an Employee prior to the Vesting Date other than as a result of your death, Retirement or Disability, you shall forfeit the Restricted Stock Units. If you cease to be an Employee as a result of death, then your right to receive Shares shall fully vest and the Company shall settle such Restricted Stock Units pursuant to Section 4. If you cease to be an Employee as a result of Retirement or Disability, then subject to the forfeiture conditions of Section 6, your right to receive Shares pursuant to this Award shall continue to vest in accordance with Section 3. Any period of common-law notice of termination of employment or payment in lieu of common law notice of termination shall not be considered “employment” for purposes of determining when your employment has terminated or when you cease to be an Employee.

Section 6. Forfeiture of Award and Compensation Recovery.

(a) Forfeiture Conditions. Notwithstanding anything to the contrary in this Agreement, if you cease to be an Employee because your employment is terminated for “cause” (as defined in paragraph (b) below), or if, during the term of your employment with the Company and its Affiliates, or during the period following Retirement or Disability and prior to the Vesting Date, you breach any non-compete or confidentiality restrictions applicable to you (including the non-compete restriction in paragraph (c) below), or you participate in an activity that is deemed by the Company to be detrimental to the Company (including, without limitation, criminal activity), (i) you shall immediately forfeit this Award and any right to receive Shares that have not yet been issued pursuant to Section 4, and (ii) with respect to Shares that have been issued pursuant to this Award (or the cash value thereof paid) after the Vesting Date, either (A) you shall return such Shares to the Company, or (B) you shall pay to the Company in cash an amount equal to the Fair Market Value of such Shares as of the Vesting Date (or equal to the cash value previously paid).

(b) Definition of “Cause”. For purposes of this Section 6, “cause” shall have the meaning specified in your employment agreement with the Company or an Affiliate, or, in the case you are not

employed pursuant to an employment agreement or are party to an employment agreement that does not define the term, “cause” shall mean any of the following acts by you: (i) embezzlement or misappropriation of corporate funds, (ii) any acts resulting in a conviction for, or plea of guilty or nolo contendere to, a charge of commission of a felony, (iii) misconduct resulting in injury to the Company or any Affiliate, (iv) activities harmful to the reputation of the Company or any Affiliate, (v) a violation of Company or Affiliate operating guidelines or policies, (vi) willful refusal to perform, or substantial disregard of, the duties properly assigned to you, or (vi) a violation of any contractual, statutory or common law duty of loyalty to the Company or any Affiliate.

(c) Competition After Retirement or Disability. The Restricted Stock Units that would otherwise continue to vest after you cease to be an Employee due to Retirement or Disability as provided in Section 5 shall continue to vest only if, prior to the Vesting Date, you do not engage in any activities that compete with the business operations of the Company and its Affiliates, including, but not limited to, working in any capacity for another company engaged in the processing of agricultural commodities, the manufacturing of biodiesel, ethanol, or food and feed ingredients, or the operation of grain elevators and crop origination and transportation networks. Prior to the issuance of Shares, you may be required to certify to the Company and provide such other evidence to the Company as the Company may reasonably require that you have not engaged in any activities that compete with the business operations of the Company and its Affiliates since you ceased to be an Employee due to Retirement or Disability.

(d) Compensation Recovery Policy. To the extent that this Award and any compensation associated therewith is considered “incentive-based compensation” within the meaning and subject to the requirements of Section 10D of the Exchange Act, this Award and any compensation associated therewith shall be subject to potential forfeiture or recovery by the Company in accordance with any compensation recovery policy adopted by the Board or the Committee in response to the requirements of Section 10D of the Exchange Act and any implementing rules and regulations thereunder adopted by the Securities and Exchange Commission or any national securities exchange on which the Company’s Shares are then listed. This Agreement may be unilaterally amended by the Committee to comply with any such compensation recovery policy.

Section 7. Withholding of Taxes. You shall be responsible for the payment of any withholding taxes upon the occurrence of any event in connection with the Award (for example, vesting or issuance of Shares in settlement of Restricted Stock Units) that the Company determines may result in any domestic or foreign tax withholding obligation, including any social security obligation. The delivery of Shares in settlement of Restricted Stock Units shall be conditioned upon the prior payment by you, or the establishment of arrangements satisfactory to the Company for the payment by you, of all such withholding tax obligations. The Company (or the Affiliate that employs you) shall have the right to withhold Shares subject to the Award (or cash, if settlement of the Award is made in cash in accordance with Section 4) equal in value to the amount of such tax withholding obligations. The Company may permit you to arrange for the satisfaction of the minimum amount of such tax withholding obligations by payment of the estimated tax obligations to the Company (or the Affiliate that employs you) to the fullest extent permitted by law. Payment may be made by electronic funds transfer, check or authority to withhold from salary or other amounts owed to you. If such payment, or satisfactory payment arrangements, are not made on a timely basis, the Company may instruct an authorized broker to sell such number of Shares as are equal in value to the tax withholding obligations prior to the transfer of Shares to you.

Section 8. Securities Law Compliance. No Shares shall be delivered upon the vesting of any Restricted Stock Units unless and until the Company and/or you shall have complied with all applicable federal, state or foreign registration, listing and/or qualification requirements and all other requirements of law or of any regulatory agencies having jurisdiction, unless the Committee has received evidence satisfactory to it that you may acquire such shares pursuant to an exemption from registration under

the applicable securities laws. Any determination in this connection by the Committee shall be final, binding, and conclusive. The Company reserves the right to legend any Share certificate or book entry, conditioning sales of such Shares upon compliance with applicable federal and state securities laws and regulations.

Section 9.      Nature of the Award. You understand that the value that may be realized, if any, from the Award is contingent, and depends on the future market price of the Company's common stock, among other factors. You further confirm your understanding that the Award is intended to promote employee retention and stock ownership and to align employees' interests with those of shareholders, is subject to vesting conditions and will be cancelled if vesting conditions are not satisfied.

You also understand that (i) the Plan is discretionary in nature and may be suspended or terminated by the Company at any time; (ii) the grant of an Award is voluntary and occasional and does not create any contractual or other right to receive future Awards, or benefits in lieu of Awards even if Awards have been granted repeatedly in the past; (iii) all decisions with respect to any future award will be at the sole discretion of the Company; (iv) your participation in the Plan is voluntary; (v) the value of this Award is an extraordinary item of compensation which is outside the scope of your employment contract with your actual employer, if any; (vi) this Award and past or future Awards are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; and (vii) no claim or entitlement to compensation or damages arises from termination of this Award or diminution in value of this Award, and you irrevocably release the Company, and its Affiliates from any such claim that may arise.

Section 10.      Administration. You understand that the Company and its Affiliates hold certain personal information about you, including, but not limited to, information such as your name, home address, telephone number, date of birth, salary, nationality, job title, social security number, social insurance number or other such tax identity number and details of all Awards or other entitlement to shares of common stock awarded, cancelled, exercised, vested, unvested or outstanding in your favor ("Personal Data").

You understand that in order for the Company to process your Award and maintain a record of Shares under the Plan, the Company shall collect, use, transfer and disclose Personal Data within the Company and among its Affiliates electronically or otherwise, as necessary for the implementation and administration of the Plan including, in the case of a social insurance number, for income reporting purposes as required by law. You further understand that the Company may transfer Personal Data, electronically or otherwise, to third parties, including but not limited to such third parties as outside tax, accounting, technical and legal consultants when such third parties are assisting the Company or its Affiliates in the implementation and administration of the Plan. You understand that such recipients may be located within the jurisdiction of your residence, or within the United States or elsewhere and are subject to the legal requirements in those jurisdictions. You understand that the employees of the Company, its Affiliates and third parties performing work related to the implementation and administration of the Plan shall have access to the Personal Data as is necessary to fulfill their duties related to the implementation and administration of the Plan. By accepting this Award, you consent, to the fullest extent permitted by law, to the collection, use, transfer and disclosure, electronically or otherwise, of your Personal Data by or to such entities for such purposes and you accept that this may involve the transfer of Personal Data to a country which may not have the same level of data protection law as the country in which this Agreement is executed. You confirm that if you have provided or, in the future, will provide Personal Data concerning third parties including beneficiaries, you have the consent of such third party to provide their Personal Data to the Company for the same purposes.

You understand that you may, at any time, request to review the Personal Data and require any necessary amendments to it by contacting the Company in writing. As well, you may always elect to forgo participation in the Plan or any other award program.

Section 11.     No Rights as Employee or Consultant. Nothing in this Agreement or this Award shall confer upon you any right to continue as an Employee or consultant of the Company or any Affiliate, or to interfere in any way with the right of the Company or any Affiliate to terminate your service at any time.

Section 12.     Adjustments. If at any time while this Award is outstanding, the number of outstanding Shares is changed by reason of a reorganization, recapitalization, stock split or any of the other events described in Section 4.3 of the Plan, the number of Restricted Stock Units and the number and kind of securities that may be issued in respect of such Units shall be adjusted in accordance with the provisions of the Plan.

Section 13.     Notices. Any notice hereunder by you shall be given to the Company in writing and such notice shall be deemed duly given only upon receipt thereof by the Secretary of the Company at the Company's office at 4666 Faries Parkway, Decatur, Illinois 62526, or at such other address as the Company may designate by notice to you. Any notice hereunder by the Company shall be given to you in writing and such notice shall be deemed duly given only upon receipt thereof at such address as you may have on file with the Company.

Section 14.     Construction. The construction of the Notice and these Terms and Conditions is vested in the Committee, and the Committee's construction shall be final and conclusive. The Notice and these Terms and Conditions are subject to the provisions of the Plan, and to all interpretations, rules and regulations which may, from time to time, be adopted and promulgated by the Committee pursuant to the Plan. If there is any conflict between the provisions of the Notice and these Terms and Conditions on the one hand and the Plan on the other hand, the provisions of the Plan will govern.

Section 15.     Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without giving effect to the choice of law principles thereof.

Section 16.     Binding Effect. This Agreement will be binding in all respects on your heirs, representatives, successors and assigns, and on the successors and assigns of the Company.

***By indicating your acceptance of this Restricted Stock Unit Award, you agree to all the terms and conditions described above and contained in the Notice and in the Plan document.***

**Archer-Daniels-Midland Company  
2009 Incentive Compensation Plan**

**Performance Share Unit Award Terms and Conditions\***

These Terms and Conditions are part of a Performance Share Unit Award Agreement (the “Agreement”) that governs a Performance Share Unit Award made to you as an employee of Archer-Daniels-Midland Company (the “Company”) or one of its Affiliates pursuant to the terms of the Company’s 2009 Incentive Compensation Plan, as amended (the “Plan”). The Agreement consists of a notice of Performance Share Unit Award that has been provided to you (the “Notice”), these Terms and Conditions and the applicable terms of the Plan which are incorporated into the Agreement by reference, including the definitions of capitalized terms contained in the Plan.

Section 1. Grant of Performance Share Unit Award. The grant of this Performance Share Unit Award to you is effective as of the Date of Grant specified in the Notice. This Performance Share Unit Award provides you the number of Performance Share Units specified in the Notice, each such Performance Share Unit representing the right to receive one share of the Company’s common stock. The Performance Share Units granted to you shall be credited to an account in your name. Entries to the account shall be bookkeeping entries only utilized solely as a device for the measurement and determination of the number of Shares to be issued in settlement of earned and vested Performance Share Units subject to this Agreement.

Section 2. Rights of the Recipient.

(a) No Shareholder Rights. The Performance Share Units granted pursuant to this Award do not entitle you to any rights of a shareholder of the Company’s common stock. Your rights with respect to the Performance Share Units shall remain forfeitable at all times by you until satisfaction of the vesting conditions set forth in Section 3 below.

(b) Restrictions on Transfer. You shall not be entitled to transfer, sell, pledge, alienate, hypothecate or assign the Performance Share Units or this Award, except that in the event of your death, your estate shall be entitled to the Shares represented by the Performance Share Units. Any attempt to otherwise transfer the Performance Share Units or this Award shall be void. All rights with respect to the Performance Share Units and this Award shall be available only to you during your lifetime, and thereafter to your estate.

Section 3. Vesting of Performance Share Units. Subject to the provisions of Section 8 below, the Performance Share Units granted hereunder (and your right to receive Shares in settlement thereof) shall vest (i) on the scheduled vesting date specified in Appendix A to these Terms and Conditions, but only if and to the extent that the Performance Share Units have been determined by the Committee to have been earned in accordance with Section 4 hereof during the Performance Period specified in Appendix A, or (ii) at such earlier time and to the extent specified in Section 6 or 7 below (the date upon which such vesting occurs being referred to as the “Vesting Date”). Any outstanding Performance Share Units granted under this Agreement that do not vest on the applicable Vesting Date shall be forfeited.

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\* When distributed to grantees, these Terms and Conditions are accompanied by an electronic notice specifying the size of the award.

Section 4. Earned Units. Whether and to what degree the Performance Share Units subject to this Award will have been earned as of the end of the Performance Period will be determined by whether and to what degree the Company has satisfied the applicable performance objective(s) for the Performance Period as set forth in Appendix A, and whether and to what degree the Committee has chosen to exercise its discretion to decrease the number of Performance Share Units otherwise deemed to have been earned. You acknowledge that the number of Performance Share Units deemed to have been earned based on whether and to what degree the Company has satisfied the applicable performance objective(s) for the Performance Period may be adjusted downward, including to zero, by the Committee in its sole and absolute discretion based on such factors as the Committee determines to be appropriate and/or advisable.

Section 5. Settlement of Performance Share Units. Subject to the provisions of Section 8 below, to the extent the Performance Share Units subject to this Award vest in accordance with Section 3 above, the Company shall cause to be issued to you, or to your estate in the event of your death, one share of its common stock in payment and settlement of each vested Performance Share Unit. Except as otherwise provided in Sections 6 and 7 below, such issuance shall follow certification by the Committee that the Company has satisfied the applicable performance objective(s) as of the end of the Performance Period, and shall occur on or as soon as administratively practicable after the Vesting Date. Such issuance shall be evidenced by a stock certificate or appropriate entry on the books of the Company or a duly authorized transfer agent of the Company, shall be subject to the tax withholding provisions of Section 9 below, and shall be in complete settlement and satisfaction of such vested Performance Share Units.

Section 6. Effect of Termination of Service. If you cease to be an Employee prior to the Vesting Date other than as a result of your death, Retirement or Disability, you shall forfeit the Performance Share Units. If you cease to be an Employee as a result of death, then all Performance Share Units subject to this Award and your right to receive Shares in settlement thereof shall immediately vest in full and the Company shall settle such Performance Share Units as provided in Section 5 above. If you cease to be an Employee as a result of Retirement or Disability, then subject to the forfeiture conditions of Section 8 below, the Performance Share Units subject to this Award and your right to receive Shares in settlement thereof shall continue to vest in accordance with Section 3 above.

Section 7. Change of Control. In the event a Change of Control occurs prior to the Vesting Date, all Performance Share Units subject to this Award and your right to receive Shares in settlement thereof shall immediately vest in full and the Company shall settle such Performance Share Units as provided in Section 5 above.

Section 8. Forfeiture of Award and Compensation Recovery.

(a) Forfeiture Conditions. Notwithstanding anything to the contrary in this Agreement, if (i) you engage in intentional misconduct pertaining to any financial reporting requirement under the Federal securities laws resulting in the Company's being required to prepare and file an accounting restatement with the Securities and Exchange Commission (the "SEC") as a result of such misconduct, other than a restatement due to changes in accounting policy, (ii) there is a material negative revision of a financial or operating measure on the basis of which incentive compensation was awarded or paid to you, (iii) you engage in any fraud, theft, misappropriation, embezzlement, or dishonesty to the material detriment of the Company's financial results as filed with the SEC, or (iv) during the term of your employment with the Company and its Affiliates, or during the period following Retirement or Disability and prior to the Vesting Date, you breach any non-compete or confidentiality restrictions applicable to you (including the non-compete restriction in Section 8(b) below), then (x) you shall immediately forfeit this Award and any right to receive Shares that have not yet been issued pursuant to Section 5 above, and (y) with respect to



Shares that have been issued pursuant to this Award (or the cash value thereof paid) after the Vesting Date, (A) you shall return such Shares or cash value to the Company, or (B) if you have sold or otherwise transferred such Shares during the three-year period preceding the event specified in clauses (i)-(iv) above, you shall pay to the Company in cash an amount equal to the Fair Market Value of such Shares as of the Vesting Date (or equal to the cash value previously paid).

(b) Competition After Retirement or Disability. The Performance Share Units that would otherwise continue to vest after you cease to be an Employee due to Retirement or Disability as provided in Section 6 shall continue to vest only if, prior to the Vesting Date, you do not engage in any activities that compete with the business operations of the Company and its Affiliates, including, but not limited to, working in any capacity for another company engaged in the processing of agricultural commodities, the manufacturing of biodiesel, ethanol, or food and feed ingredients, or the operation of grain elevators and crop origination and transportation networks. Prior to the issuance of Shares, you may be required to certify to the Company and provide such other evidence to the Company as the Company may reasonably require that you have not engaged in any activities that compete with the business operations of the Company and its Affiliates since you ceased to be an Employee due to Retirement or Disability.

(c) Compensation Recovery Policy. To the extent that this Award and any compensation associated therewith is considered “incentive-based compensation” within the meaning and subject to the requirements of Section 10D of the Exchange Act, this Award and any compensation associated therewith shall be subject to potential forfeiture or recovery by the Company in accordance with any compensation recovery policy adopted by the Board or the Committee in response to the requirements of Section 10D of the Exchange Act and any implementing rules and regulations thereunder adopted by the Securities and Exchange Commission or any national securities exchange on which the Company’s Shares are then listed. This Agreement may be unilaterally amended by the Committee to comply with any such compensation recovery policy.

Section 9. Withholding of Taxes. You shall be responsible for the payment of any withholding taxes upon the occurrence of any event in connection with the Award (for example, vesting or issuance of Shares in settlement of Performance Share Units) that the Company determines may result in any tax withholding obligation, including any social security obligation. The delivery of Shares in settlement of Performance Share Units shall be conditioned upon the prior payment by you, or the establishment of arrangements satisfactory to the Company for the payment by you, of all such withholding tax obligations. You hereby authorize the Company (or the Affiliate that employs you) to withhold from salary or other amounts owed to you any sums required to satisfy withholding tax obligations in connection with the Award. If you wish to satisfy such withholding tax obligations by delivering Shares you already own or by having the Company retain a portion of the Shares that would otherwise be issued to you in settlement of the Performance Share Units, you must make such a request which shall be subject to approval by the Company. If payment of withholding tax obligations, or satisfactory payment arrangements, are not made on a timely basis, the Company may instruct an authorized broker to sell such number of Shares subject to the Award as are equal in value to the tax withholding obligations prior to the issuance of any Shares to you.

Section 10. Securities Law Compliance. No Shares shall be delivered upon the vesting of any Performance Share Units unless and until the Company and/or you shall have complied with all applicable federal, state or foreign registration, listing and/or qualification requirements and all other requirements of law or of any regulatory agencies having jurisdiction, unless the Committee has received evidence satisfactory to it that you may acquire such shares pursuant to an exemption from registration under the applicable securities laws. Any determination in this connection by the Committee shall be final, binding, and conclusive. The Company reserves the right to legend any Share certificate or book

entry, conditioning sales of such Shares upon compliance with applicable federal and state securities laws and regulations.

Section 11.     No Rights as Employee or Consultant. Nothing in this Agreement or this Award shall confer upon you any right to continue as an Employee or consultant of the Company or any Affiliate, or to interfere in any way with the right of the Company or any Affiliate to terminate your service at any time.

Section 12.     Adjustments. If at any time while this Award is outstanding, the number of outstanding Shares is changed by reason of a reorganization, recapitalization, stock split or any of the other events described in Section 4.3 of the Plan, the number of Performance Share Units and the number and kind of securities that may be issued in respect of such Units shall be adjusted in accordance with the provisions of the Plan.

Section 13.     Notices. Any notice hereunder by you shall be given to the Company in writing and such notice shall be deemed duly given only upon receipt thereof by the Secretary of the Company at the Company's office at 4666 Faries Parkway, Decatur, Illinois 62526, or at such other address as the Company may designate by notice to you. Any notice hereunder by the Company shall be given to you in writing and such notice shall be deemed duly given only upon receipt thereof at such address as you may have on file with the Company.

Section 14.     Construction. The construction of the Notice and these Terms and Conditions (including Appendix A attached hereto) is vested in the Committee, and the Committee's construction shall be final and conclusive. The Notice and these Terms and Conditions are subject to the provisions of the Plan, and to all interpretations, rules and regulations which may, from time to time, be adopted and promulgated by the Committee pursuant to the Plan. If there is any conflict between the provisions of the Notice and these Terms and Conditions on the one hand and the Plan on the other hand, the provisions of the Plan will govern.

Section 15.     Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without giving effect to the choice of law principles thereof.

Section 16.     Binding Effect. This Agreement will be binding in all respects on your heirs, representatives, successors and assigns, and on the successors and assigns of the Company.

***By indicating your acceptance of this Performance Share Unit Award, you agree to all the terms and conditions described above and contained in the Notice and in the Plan document.***

Calculation of Ratio of Earnings to Fixed Charges  
Archer Daniels Midland Company  
Expressed in Thousands

	Fiscal Years Ended					Six months	Quarter
	30-Jun					ended 31-Dec	ended 31-Mar
	2008	2009	2010	2011	2012	2012	2013
<b>Earnings</b>							
Earnings Before Income Taxes	\$2,594,399	\$2,499,557	\$2,585,099	\$3,015,311	\$1,764,898	\$997,275	\$374,879
Less: Equity in Earnings of							
Unconsolidated Affiliates, Net of							
Dividends	(284,316)	55,367	(326,232)	(396,755)	(243,121)	(200,833)	(78,585)
Less: Capitalized Interest							
Included in Interest Below	(52,110)	(94,532)	(75,060)	(7,211)	(20,869)	(11,548)	(6,624)
Less: Noncontrolling Interest	(6,103)	(3,751)	10,996	17,573	(18,387)	(2,184)	(1,006)
<b>Total Earnings</b>	<b>2,251,870</b>	<b>2,456,641</b>	<b>2,194,803</b>	<b>2,628,918</b>	<b>1,482,521</b>	<b>782,710</b>	<b>288,664</b>
<b>Fixed Charges</b>							
Interest Expenses:							
Consolidated Interest Expense	512,922	469,059	421,461	482,298	441,765	212,290	105,790
Capitalized Interest	52,110	94,532	75,060	7,211	20,869	11,548	6,624
<b>Total Interest Expense</b>	<b>565,032</b>	<b>563,591</b>	<b>496,521</b>	<b>489,509</b>	<b>462,634</b>	<b>223,838</b>	<b>112,414</b>
Amortization of Debt Discount <sup>(1)</sup>	3,250	3,832	3,805	4,282			
One Third of Rental Expenses	67,106	72,289	80,682	83,764	69,648	35,295	9,063
<b>Total Fixed Charges</b>	<b>635,388</b>	<b>639,712</b>	<b>581,008</b>	<b>577,555</b>	<b>532,282</b>	<b>259,133</b>	<b>121,477</b>
<b>Earnings Available for Fixed Charges</b>	<b>\$2,887,258</b>	<b>\$3,096,353</b>	<b>\$2,775,811</b>	<b>\$3,206,473</b>	<b>\$2,014,803</b>	<b>\$1,041,843</b>	<b>\$410,141</b>
<b>Ratio of Earnings to Fixed Charges</b>	<b>4.54</b>	<b>4.84</b>	<b>4.78</b>	<b>5.55</b>	<b>3.79</b>	<b>4.02</b>	<b>3.38</b>

<sup>(1)</sup> Effective fiscal 2012, the Company reclassified amortization of debt discount to interest expense.

**RULE 13a – 14(a)/15d-14(a) CERTIFICATION**

I, P. A. Woertz, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Archer-Daniels-Midland Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15(d)-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

- d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
- a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 7, 2013

/s/ P. A. Woertz  
P. A. Woertz  
Chairman, Chief Executive Officer  
and President

**RULE 13a – 14(a)/15d-14(a) CERTIFICATION**

I, R. G. Young, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Archer-Daniels-Midland Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15(d)-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

- d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
- a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 7, 2013

/s/ R. G. Young  
R. G. Young  
Senior Vice President &  
Chief Financial Officer

**SECTION 1350 CERTIFICATION**

In connection with the Quarterly Report of Archer-Daniels-Midland Company (the “Company”) on Form 10-Q for the quarter ended March 31, 2013 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, P. A. Woertz, Chief Executive Officer and President of the Company, certify that:

- (i) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (ii) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 7, 2013

/s/ P. A. Woertz  
P. A. Woertz  
Chairman, Chief Executive Officer  
and President



**SECTION 1350 CERTIFICATION**

In connection with the Quarterly Report of Archer-Daniels-Midland Company (the “Company”) on Form 10-Q for the quarter ended March 31, 2013 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, R. G. Young, Senior Vice President and Chief Financial Officer of the Company, certify that:

- (i) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (ii) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 7, 2013

/s/ R. G. Young  
R. G. Young  
Senior Vice President &  
Chief Financial Officer