

MINIMUM PRICE GRAIN PURCHASE CONTRACT

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This is an agreement that the Seller _____ of _____ on _____

has sold and agreed to deliver to the Buyer, _____

at _____

a net quantity of _____ (bu. cwt.) of U.S. _____ of _____ at _____ (% Protein) (%Moisture)

at _____ for delivery _____ . The final price per bushel will be a basis of _____ ¢

_____ the _____ futures contract at the time the Seller gives the Buyer notice to set the final price.

The initial payment of the minimum price shall be considered final payment unless the Seller fixes the futures price during the trading session on or

before _____ . (Expiration Date)

In the event the futures contract price is not fixed by the close on the final day of pricing, the Seller accepts the minimum price.

Table with columns MONTH and AMOUNT. Rows include Local Elevator Price, Strike Price, Call Premium, Contract Basis, Strike Price, and Minimum Price.

ADDITIONAL TERMS AND CONDITIONS

GRADE AND QUALITY SPECIFICATIONS: The quality of grain delivered under this contract shall be determined at the place and time of delivery. Buyer's weights and grades to govern. All deliveries made under this contract shall be of the grade and quality specified herein.

TITLE: Title to the grain shall pass to the Buyer at the time of delivery.

MERCHANTABLE QUALITY: All grain delivered under this contract shall be of merchantable quality, unadulterated, and unrestricted from movement in interstate commerce within the meaning of the federal Food, Drug and Cosmetics Act, Environmental Protection Agency tolerances, the U.S. Grain Standards Act and applicable state law.

LIENS: Seller hereby warrants to Buyer that all grain delivered hereunder is now and will remain up to and including the time of delivery, free of all liens, encumbrances or security interests of any kind except as follows: _____

PREMIUMS AND DISCOUNTS TO APPLY: Acceptance of deliveries not meeting the contract grade and quality shall be at the option of the Buyer. If the Buyer elects to accept such deliveries not meeting the contract grade and quality, market scale discounts and premiums at time of delivery will apply, unless otherwise specified hereafter.

SETTLEMENT FOR UNDERDELIVERIES: All deliveries made under this contract shall be for the quantity specified herein. If the Seller finds he will not be able to complete delivery of the contracted quantity, it shall be the duty of the Seller to advise the Buyer at once.

BUYER'S RIGHT TO DELAY DELIVERY PERIOD: The Buyers has the right, without penalty, to delay the time for accepting delivery and making payment under this contract if such delay is caused by government regulation or action, labor strikes, riots, insurrection, freight embargoes or transportation delays.

ARBITRATION: Buyer and Seller agree that all disputes and controversies between them with respect to this contract shall be subject to the Trade Rules of, and arbitrated by the _____ and that judgement may be entered on the arbitration award in any court of competent jurisdiction.

BINDING EFFECT: This contract, and any amendments thereto agreed to mutually by the Seller and buyer, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives and successors of the respective parties.

FINAL AND COMPLETE AGREEMENT: This contract shall represent the final, complete and exclusive statement of agreement between the parties and may not be modified, supplemented or waived, except in writing signed by both parties.

NORTH DAKOTA NOTICE: A ND Indemnity Fund Assessment of .2% of the value of grain covered by this contract may be deducted at settlement.

NOTICE TO SELLER OF FINANCIAL RISK. MINNESOTA - THIS CONTRACT CONSTITUTES A VOLUNTARY EXTENSION OF CREDIT. MONTANA - IN THE EVENT OF FINANCIAL INSOLVENCY, AMOUNTS OWING AFTER SURETY BOND PAYMENT, MAY RESULT IN AN UNSECURED OBLIGATION. NORTH DAKOTA - THIS CONTRACT IS NOT PROTECTED BY BOND COVERAGE IN THE EVENT OF BUYER'S INSOLVENCY. SOUTH DAKOTA - THIS CONTRACT IS NOT PROTECTED BY SOUTH DAKOTA STATUTORY BOND COVERAGES. SELLER _____ (Authorized Signature(s)) Date _____

In witness whereof, the parties have signed this contract this _____ day of _____ (month), _____ (year).

BUYER: _____ (Authorized Signature(s))

SELLER: _____ (Authorized Signature(s))

LOOSE TRIPLICATE SETS.

MINIMUM PRICE GRAIN PURCHASE CONTRACT

00001

This is an agreement that the Seller _____ of _____ on _____

(Seller's Name)

(Seller's Address)

(Date)

has sold and agreed to deliver to the Buyer, _____

(Company Name)

at _____

(Buyer's Address, City, State, & Zip Code)

a net quantity of _____ (bu. cwt.) of U.S. _____ of _____ at _____ (% Protein) (%Moisture)

(Circle One)

(Grade and Kind)

(Commodity)

at _____ for delivery _____ . The final price per bushel will be a basis of _____ ¢

(Delivery Location)

(Specify Time Period for Delivery)

_____ the _____ futures contract at the time the Seller gives the Buyer notice to set the final price.

(Over/Under)

(CBOT/MGE/KCBT/MIDAM)

(Month/Year)

(Commodity)

The initial payment of the minimum price shall be considered final payment unless the Seller fixes the futures price during the trading session on or

before _____ . (Expiration Date)

In the event the futures contract price is not fixed by the close on the final day of pricing, the Seller accepts the minimum price.

Local Elevator Price

- Strike Price

- Call Premium

Contract Basis

+ Strike Price

Minimum Price

MONTH

AMOUNT

ADDITIONAL TERMS AND CONDITIONS

GRADE AND QUALITY SPECIFICATIONS: The quality of grain delivered under this contract shall be determined at the place and time of delivery. Buyer's weights and grades to govern. All deliveries made under this contract shall be of the grade and quality specified herein. Buyer reserves the right to reject individual shipments not complying with this provision. Refusal by the buyer to accept delivery of grain for this reason shall not release the seller from this contract.

TITLE: Title to the grain shall pass to the Buyer at the time of delivery.

MERCHANTABLE QUALITY: All grain delivered under this contract shall be of merchantable quality, unadulterated, and unrestricted from movement in interstate commerce within the meaning of the federal Food, Drug and Cosmetics Act, Environmental Protection Agency tolerances, the U.S. Grain Standards Act and applicable state law. Seller expressly warrants that this grain was produced in the continental United States. Seller shall not deliver, and the Buyer has the right to reject delivery of, a commodity containing transgenic genes or traits that are not approved for sale in Japan, Mexico, the European Union, or other U.S. export markets.

LIENS: Seller hereby warrants to Buyer that all grain delivered hereunder is now and will remain up to and including the time of delivery, free of all liens, encumbrances or security interests of any kind except as follows: _____

PREMIUMS AND DISCOUNTS TO APPLY: Acceptance of deliveries not meeting the contract grade and quality shall be at the option of the Buyer. If the Buyer elects to accept such deliveries not meeting the contract grade and quality, market scale discounts and premiums at time of delivery will apply, unless otherwise specified hereafter. The following premiums and discounts will apply to grain delivered pursuant to this contract: _____

SETTLEMENT FOR UNDERDELIVERIES: All deliveries made under this contract shall be for the quantity specified herein. If the Seller finds he will not be able to complete delivery of the contracted quantity, it shall be the duty of the Seller to advise the Buyer at once. The Buyer, when Seller's default is determined, shall by the close of the next market day elect either to: a) agree with the Seller upon an extension of the time for delivery; or b) after having given notice to the Seller to complete the contract, the Buyer, by the exercise of due diligence, will buy-in for the account of the Seller the defaulted portion of the contract; or c) after having given notice to the Seller to complete the contract, the Buyer will cancel the defaulted portion of the contract at the difference between the contract price and the replacement cost based on the close of the market the next business day when trades can be made for the account of Seller.

BUYER'S RIGHT TO DELAY DELIVERY PERIOD: The Buyers has the right, without penalty, to delay the time for accepting delivery and making payment under this contract if such delay is caused by government regulation or action, labor strikes, riots, insurrection, freight embargoes or transportation delays. It shall be the duty of the Buyer to accept delivery and make payment under this contract as soon as practicable after the cause for delay has ceased.

ARBITRATION: Buyer and Seller agree that all disputes and controversies between them with respect to this contract shall be subject to the Trade Rules of, and arbitrated by the _____ and that judgement may be entered on the arbitration award in any court of competent jurisdiction. Seller agrees to pay all Buyer's costs resulting from Seller's breach, including, but not limited to, reasonable attorney's fees and court costs.

BINDING EFFECT: This contract, and any amendments thereto agreed to mutually by the Seller and buyer, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives and successors of the respective parties. This contract may not be assigned.

FINAL AND COMPLETE AGREEMENT: This contract shall represent the final, complete and exclusive statement of agreement between the parties and may not be modified, supplemented or waived, except in writing signed by both parties.

NORTH DAKOTA NOTICE: A ND Indemnity Fund Assessment of .2% of the value of grain covered by this contract may be deducted at settlement.

NOTICE TO SELLER OF FINANCIAL RISK

- MINNESOTA - THIS CONTRACT CONSTITUTES A VOLUNTARY EXTENSION OF CREDIT. THIS CONTRACT NOT COVERED BY ANY GRAIN BUYER'S OR STORAGE BOND.
MONTANA - IN THE EVENT OF FINANCIAL INSOLVENCY, AMOUNTS OWING AFTER SURETY BOND PAYMENT, MAY RESULT IN AN UNSECURED OBLIGATION. THE SELLER IS HEREBY ADVISED OF THE FINANCIAL RISK INVOLVED WITH THIS TYPE OF CONTRACT.
NORTH DAKOTA - THIS CONTRACT IS NOT PROTECTED BY BOND COVERAGE IN THE EVENT OF BUYER'S INSOLVENCY.
SOUTH DAKOTA - THIS CONTRACT IS NOT PROTECTED BY SOUTH DAKOTA STATUTORY BOND COVERAGES.

SELLER

(Authorized Signature(s))

Date

In witness whereof, the parties have signed this contract

this _____ day of _____ (month), _____ (year).

FINAL: _____

PRICED: _____

BUSHEL: _____

BUYER: _____

(Authorized Signature(s))

SELLER: _____

(Authorized Signature(s))

THIS TEXT PRINTED ON THE PINK 3RD PART ONLY.

LOOSE TRIPLICATE SETS.