CARGILL, INCORPORATED Purchase Contract

Buyer: Cargill Grain Division
15407 McGinty Road West
Minneapolis, MN 55440

Contract: CARGD-CG-5002
Contract Date: 02/12/97
Page: 1 of 1

Seller: [redacted]
23661 Meridian Ave

Belle Plaine, MN 56011

Buyer confirms its purchase from Seller and Seller confirms its sale and obligation to deliver the listed Commodity to Buyer under the following terms and conditions:

Priced Contract

Commodity/Grade: U.S. No. 1 Yellow Soybeans
Quantity: 850.000 Bushel
Delivery Point: Delivered Port Cargill, CGD
Contract Price: USD 7.4350 per Bushel
Price Type: Priced

Line: 1 of 1
Aud # 3

Shipment Period: 05/01/97 - 05/31/97
Weights to Govern: Destination Official Weights
Grades to Govern: Destination Official Grades
Rules to Govern: NGFA

<u>Transportation Terms</u>
Truck
<u>Discount Schedule</u>
PC YSB DISCT SCALES at time of Unload
<u>United States Origin</u>
Seller guarantees that all commodities delivered under this contract have been, or will have been grown in the continental United States.
<u>Water Clause</u>
Seller also warrants that no water has been added to the grain sold hereunder at any time or for any purpose except when used as a carrier for residual insecticides at manufacturers recommended levels. These representations may be relied upon by the buyer in the resale of these commodities.

The terms of this agreement include terms and conditions set forth on the reverse side hereof, which form a part of this contract, and which are legally binding upon the Seller and Buyer.

Please sign and date the original and attached copy of this contract. The original must be returned to Buyer at the above-referenced address, and the copy should be retained for Seller's records.

Accepted (Seller): ______________________
(at address shown above)

Accepted (Buyer): Cargill, Incorporated

By: ______________________ __/__/__
M D Y

By: ______________________ __/__/__
Mark Tracy
M D Y

*** COPY ***

PURCHASE TERMS

.ne statements below and on reverse side are understood to be an accurate statement of the terms and conditions of the agreement between the parties hereto. Failure to advise Buyer immediately of any discrepancies, objections to or disagreement with such terms and conditions shall constitute acceptance of this Contract.

1. Unless otherwise specified, official inspection shall include only official grading factors which are included in the United States Grain Standards Act.

2. Buyer shall not be liable for any prevention or delay in performance resulting in whole or in part, directly or indirectly, from fires, floods, or other acts of God; strikes; lockouts, or labor disputes; wars, riots, or embargoes, actions by foreign, federal, state or local governments; shortages of transportation equipment; fuel, or labor; or any other circumstance beyond Buyer's control.

3. Commodities sold hereunder must be of merchantable quality. In addition, Seller guarantees that no carload or other shipping unit of the commodity covered by this Contract shall be adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act or is an article or commodity which may not, under the provisions of Section 404 or 505 of the Act, be introduced into interstate commerce or is in violation of any other provision of said Act. Seller further warrants that neither the commodity nor the shipment of such commodity shall be in violation of any and all other federal, state and local laws, regulations or ordinances, including without limitation the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65). If commodity is adulterated under any applicable laws, or the commodity or its shipment is in violation of any other clause of this provision, Seller shall be in breach of this Contract, shall indemnify Buyer from all costs, damages, and losses, whether arising out of Seller's negliger [redacted] and Buyer may take advantage of any and all remedies given under the terms and conditions of this Contract or under federal, state and local law.

4. Title to, all rights of ownership in and risk of loss of the commodity shall remain in Seller until physical delivery to Buyer's designated Delivery Point, at which time such rights shall pass to Buyer, unless delivery is made to Buyer under a storage agreement in which case such rights shall pass upon application of the commodity to a purchase contract with Buyer.

5. Seller agrees that when delivered hereunder, said commodity will be free and clear of all liens and encumbrances of every nature or, if any liens exist at time of delivery, Seller authorizes Buyer to make settlement jointly with the Seller and such person or persons in whose favor the lien or encumbrances has attached. The undersigned Seller represents and warrants to Buyer that Seller is a MERCHANT with respect to the commodity which is the subject matter hereof.

6. It is understood that all barged commodities traded under this Contract shall be unloaded at land based facilities. This is applicable to all barge transactions. Unload of barges at other than land based facilities (including but not limited to floating elevations and clam-shell type operations) may be effected only after receipt of Buyer's written approval prior to such discharge.

7. Buyer shall have the right to designate any reasonable alternate delivery points if necessary to expedite or facilitate Seller's performance of this Contract but shall have no obligation to do so. Increased shipping charges under this provision shall be for Seller's account, reductions in shipping charges shall be for Buyer's account; provided, however, if the designated alternate delivery points are solely for Buyer's convenience, increased shipping charges shall be for Buyer's account.

8. Any advance in applicable freight rates taking effect before fulfillment of this Contract, and not pursuant to Section 7 hereinabove, shall be for Seller's account.

9. Buyer shall have the right, when it has reasonable grounds for insecurity with respect to the performance of Seller, to demand adequate assurance of Seller's full performance. As adequate assurance, Buyer may demand payment from Seller up to an amount equal to the difference between the Contract price and the then prevailing market price for the commodity hereunder. Seller shall provide such adequate assurance within 48 hours of the receipt of the demand therefor. Seller's failure to provide adequate assurance as demanded by Buyer shall constitute Seller's repudiation of this Contract, and Buyer shall have the right to all legally available remedies, including but limited to it losses and damages.

10. Buyer expressly reserves the right to cause the liquidation of this Contract because of (a) the insolvency or financial condition of Seller, (b) the commencement of a case under 11 U.S.C.§§101-151326, (c) the appointment of or taking of possession by a trustee in a case under 11 U.S.C.§§101-151326 or by a custodian before such commencement, (d) any and all other defaults of the terms and conditions specified herein either directly or by reference thereof.

11. Without limiting Buyer's pursuit of any and all other rights and remedies available to it, it is expressly agreed that this Contract is subject to Buyer's right to set off any mutual debts and claims against Seller under or in connection with this Contract, as well as any and all other commodity contracts and forward contracts between the parties, as provided in 11 U.S.C.§362 (b) (6).

12. The parties agree that the sole remedy for resolution of all disagreements or disputes between the parties arising under this Contract shall be arbitration proceedings under the trade association identified on the front side hereof. If no trade association is identified, then NGFA Arbitration Rules then obtaining shall apply, and judgment upon the award may be entered in any court having jurisdiction thereof. The decision and award determined by such arbitration shall be final and binding upon both parties.

13. Acceptance of any delivery of commodities by Buyer after breach of the terms and conditions of this Contract by Seller shall not waive any ghts or remedies accruing to Buyer as a result of such prior breach.

14. BUYER IS AN EQUAL OPPORTUNITY EMPLOYER, and is a government contractor. Therefore this Contract is subject to the rules and egulations imposed upon contractors and subcontractors pursuant to 41 C.F.R. Chapter 60 and 61. Unless this Contract is exempt by regula- ons issued by the Secretary of Labor, there is incorporated herein by reference 41 C.F.R. Section 60—1.4; 41 C.F.R. Sections 60—250.4 and 1—250.10; and 41 C.F.R. Section 60—741.4.

15. None of the terms and conditions contained in this Contract may be added to, modified, superseded, or otherwise altered except with the ritten consent of an authorized representative of Buyer.

Premium Offer Addendum

CARGILL LOCATION		DATE
CUSTOMER NAME (CUSTOMER)		
PURCHASE CONTRACT #	ADDENDUM #	PREMIUM PAID
CLASS AND GRADE OF GRAIN	PREMIUM BUSHELS	BUSHELS ON FIRM OFFER
BASIS LEVEL ON FIRM OFFER/OR TO BE DETERMINED AT LATER DATE	FIRM OFFER COMMODITY FUTURES EXCHANGE (GX, KC, MPLS) AND FUTURES MONTH	
FUTURES STRIKE PRICE OF FIRM OFFER	FINAL CASH PRICE OR FIRM OFFER STRIKE PRICE LESS BASIS ON LATER DATE	
SETTLEMENT NUMBER	PRICING DATE OF FIRM OFFER	

ENTERING THIS TRANSACTION DOES NOT RESULT IN YOU OPENING A FUTURES/OPTIONS ACCOUNT OR HAVING A FUTURES/OPTIONS POSITION. THE ONLY FUTURES/OPTIONS POSITION IS HELD BY CARGILL. THIS CONTRACT EMPLOYS FUTURES/OPTIONS AS A GRAIN PRICING MECHANISM. IT IS NOT A FUTURES/ OPTIONS CONTRACT.

This document is an addendum ("Addendum") to Cargill Purchase contract # ______________ referenced above ("Contract"), and is subject to all of the terms and conditions of the Contract and is hereby made a part thereof.

Premium Offer Terms:

In consideration of the premium paid by Cargill to Customer for Grain under the Contract, Customer and Cargill, intending to be legally bound, hereby agree as follows:

Customer has the obligation to sell to Cargill, and Cargill has the obligation to purchase from Customer, the total number of BUSHELS ON FIRM OFFER ("BUSHELS ON FIRM OFFER") of GRAIN for ______________ (shipment period) delivery to ______________ (location) if the applicable commodity futures exchange FIRM OFFER FUTURES MONTH Grain futures price on the PRICING DATE OF FIRM OFFER closes higher or equal to the FUTURES STRIKE PRICE OF FIRM OFFER. If the FIRM OFFER FUTURES MONTH Grain futures price on the PRICING DATE OF FIRM OFFER closes higher or equal to the FUTURES STRIKE PRICE OF FIRM OFFER, then Customer shall have the obligation to sell to Cargill and Cargill shall have the obligation to purchase from Customer the number of BUSHELS ON FIRM OFFER of GRAIN for ______________ (shipment period) delivery to ______________ (location) at a FINAL CASH PRICE equal to the FUTURES STRIKE PRICE OF FIRM OFFER, less basis, as stated above for ______________ (shipment period) delivery.

It is noted that if the FIRM OFFER FUTURES MONTH Grain futures on the PRICING DATE OF FIRM OFFER closes higher or equal to the FUTURES STRIKE PRICE OF FIRM OFFER, the Contract will reflect a FINAL CASH PRICE equal to the FUTURES STRIKE PRICE OF FIRM OFFER, less basis, for ______________ (shipment period) delivery as noted above, and NOT the higher futures close.

If the FIRM OFFER FUTURES MONTH Grain futures exceeds the FUTURES STRIKE PRICE OF FIRM OFFER between the date of the Contract and the PRICING DATE OF FIRM OFFER, but the FIRM OFFER FUTURES MONTH Grain futures, on the PRICING DATE OF FIRM OFFER, closes below the FUTURES STRIKE PRICE OF FIRM OFFER, Customer shall have no obligation to sell to Cargill, and Cargill shall have no obligation to purchase from Customer, the number of BUSHELS ON FIRM OFFER of GRAIN for ______________ (shipment period) to ______________ (location).

Settlement: Upon delivery of grain, Cargill agrees to pay CUSTOMER an amount basis the final cash price calculated on the hedge price of Contract # ______________ Addendum # ______________ as described above. Any overage amounts will not be applied to this Addendum. All over and underfills will be settled at the market the day of unload.

SURE STATEMENT:

e premium to be paid under the Contract is only paid for __________ bushels of Premium Bushels grain contracted for ________________ delivery.

2. This Addendum is a binding conditional obligation for the sale and purchase of the total BUSHELS ON FIRM OFFER. The Customer is obligated to sell to Cargill and Cargill is obligated to purchase from Customer, the BUSHELS ON FIRM OFFER if the futures price on the PRICING DATE OF FIRM OFFER closes equal to or higher than the FUTURES STRIKE PRICE OF FIRM OFFER; and will be paid the FUTURES STRIKE PRICE OF FIRM OFFER, (NOT the current futures price), less local basis. Regardless how high the futures are before or during the pricing date, the Customer's final price will be the STRIKE price, less local basis, on the final pricing date. If the futures price at the close of the PRICING DATE OF FIRM OFFER is below the FUTURES STRIKE PRICE OF FIRM OFFER, the Customer does not have an obligation sell and deliver to Cargill the BUSHELS ON FIRM OFFER.

3. There is only one pricing date, which is set in this Addendum. If futures increase above the FUTURES STRIKE PRICE OF FIRM OFFER before the PRICING DATE OF FIRM OFFER, but drops below the FUTURES STRIKE PRICE OF FIRM OFFER on the close of the pricing date, the Customer cannot reprice the BUSHELS ON FIRM OFFER, and does not have an obligation to sell and deliver to Cargill said bushels.

4. Customer should treat this Addendum as a conditional obligation to sell BUSHELS ON FIRM OFFER to Cargill when forward contracting additional deferred delivery grain.

Example :

If Customer decides to sell to Cargill 5,000 bushels of corn for January delivery, and he would like to give a firm offer to sell 5,000 bushels of corn for October delivery, he can sign this Addendum at the time of contracting, and receive a premium of 8 cents per bushel for the old crop corn. The Addendum provides that the FIRM OFFER FUTURES MONTH is December, the PRICING DATE OF FIRM OFFER is July 15, and the FUTURES STRIKE PRICE OF FIRM OFFER is $3.00 per bushel. In this example, the local basis for January delivery is $.30 under Chicago December Corn and the cash price for the January delivery corn is $2.35 per bushel. The final cash price for the old crop corn would be $2.35 + $.08 premium = $2.43 per bushel.

If the July 15 CBOT Closing December futures is at:

$2.89 - You will have no obligation to deliver 5,000 bushels of BUSHELS ON FIRM OFFER for October delivery.
$3.00 - Customer is obligated to sell to Cargill 5,000 bushels of BUSHELS ON FIRM OFFER at a final cash price of
$2.70
[$3.00 - $.30 CZC (local basis)= $2.70]
$3.50 - Customer is obligated to sell to Cargill 5,000 bushels of BUSHELS ON FIRM OFFER at a final cash price of
$2.70
[$3.00 - $.30 CZC (local basis)= $2.70]

I have read and understand the above addendum and risk disclosure statements.

CUSTOMER	CARGILL, INCORPORATED
BY:	BY:
DATE.	DATE: