## BASIS FIXED GRAIN PURCHASE CONTRACT 00001

This is an agreement that the Seller		of			on			
has sold and agreed to deliver to the Buyer,			(Seller's Address) (Date)					
a net quantity of	(bu. cwt.) of U.S(Grade and Kind)	of	a:	t	(Buyer's Address)	n) (%Moisture)		
			Commodity)		·	, ,		
(Delivery Location)	for delivery(Specify Time Period	for Delivery)	Ine purcha	se price per busi	nel has not yet bee	n set by Seller.		
The purchase price will be a basis of _Seller	¢the	(CBOT/MGE/KCBT)	(Month/Year)	(Commodity		act at the time		
gives notice to Buyer to set the price. The	he price must be set during trading h	ours of the Excl	nange on which t	he basis is fixed	, not later than _	(Date)		
Unless other terms have been agreed unext trading session if Seller has not priof the grain upon completion of delivery. the 10% differential will be required from will be liable for any deficit. Settlement was set to be seen agreed upon the set of the	iced the grain by the date indicated.  If the market value of the grain drops Seller. If Seller does not provide the	Buyer will advan s below 110% of required funds o	ce to Seller the advance amon on short notice, th	% (not to ount, partial repa	exceed 80%) of the adva	rice) during the e market value nce to maintain		
GRADE AND QUALITY SPECIFICATION weights and grades to govern. All deliver vidual shipments not complying with this TITLE: Title to the grain shall pass to the MERCHANTABLE QUALITY: All grain state commerce within the meaning of and applicable state law. Seller expression to reject delivery of, a commodity containing LIENS: Seller hereby warrants to Buyer brances or security interests of any kind	eries made under this contract shall s provision. Refusal by the buyer to a the Buyer at the time of delivery even delivered under this contract shall be the federal Food, Drug and Cosmetisly warrants that this grain was produing transgenic genes or traits that are not that all grain delivered hereunder is	under this contribe of the grade accept delivery on though no price of merchantatics Act, Environneed in the continuot approved for sa	ract shall be dete and quality speci of grain for this rea e has been deter ole quality, unadunental Protection ental United Statale in Japan, Mexicale	fied herein. Buyenson shall not remined. Iterated, and un Agency tolerances. Seller shall not on, the European	er reserves the rig lease the seller from restricted from mo ces, the U.S. Grain to deliver, and the Bu Union, or other U.S	nt to reject indi- im this contract.  vement in inter- in Standards Act liver has the right export markets.		
PREMIUMS AND DISCOUNTS TO APP elects to accept such deliveries not mee specified hereafter. The following premi  SETTLEMENT FOR UNDERDELIVERI able to complete delivery of the contract	eting the contract grade and quality, r iums and discounts will apply to grain IES: All deliveries made under this	narket scale disc n delivered pursi contract shall be	counts and premi uant to this contr e for the quantity	ums at time of de act: specified hereir	elivery will apply, u	nless otherwise s he will not be		
shall by the close of the next market day Seller to complete the contract, the Buy after having given notice to the Seller to price and the replacement cost based of BUYER'S RIGHT TO DELAY DELIVER' this contract if such delay is caused by the duty of the Buyer to accept delivery	by elect either to: a) agree with the Se yer, by the exercise of due diligence to complete the contract, the Buyer with on the close of the market the next by YPERIOD: The Buyer has the right, government regulation or action, lab	eller upon an ext, will buy-in for the ll cancel the defausiness day whe without penalty, or strikes, riots,	ension of the time ne account of the aulted portion of en trades can be to delay the time insurrection, freig	e for delivery; or e Seller the defa the contract at the made for the act for accepting de ght embargoes of	b) after having giv ulted portion of the de difference betwe count of Seller. elivery and making or transportation de	en notice to the e contract; or c) een the contract payment under		
ARBITRATION: Buyer and Seller ag Trade Rules of, and arbitrated by th competent jurisdiction. Seller agrees and court costs.	ree that all disputes and control he	versies betwee and that judge	n them with resement may be e	spect to this contered on the a	ontract shall be rbitration award	n any court of		
BINDING EFFECT: This contract, and the parties hereto and their respective I FINAL AND COMPLETE AGREEMENT not be modified, supplemented or waive NORTH DAKOTA NOTICE: A ND Inden	heirs, personal representatives and s <b>f:</b> This contract shall represent the f ed, except in writing signed by both p	successors of the inal, complete a parties.	e respective part nd exclusive stat	ies. This contrac ement of agreen	it may not be assignent between the p	ned. parties and may		
	LLER OF FINANCIAL RIS				parties have signe			
CONTRACT NOT CO	OVERED BY ANY GRAIN BUYER'S OR ST	ORAGE BOND.	uns		of	(month),		
BOND PAYMENT, M	FINANCIAL INSOLVENCY, AMOUNTS OV MAY RESULT IN AN UNSECURED OBLIC ED OF THE FINANCIAL RISK INVOLVED	GATION. THE SELI	_ER	(year	).			
NORTH DAKOTA - THIS CONTRACT IS BUYER'S INSOLVEN		E IN THE EVENT	OF					
SOUTH DAKOTA - THIS CONTRACT IS COVERAGES.		A STATUTORY BO	DND BUYER:	(Authorized Sic	nature(s))	Date		
				(				
Seller(AUTHORIZED SIGN	Date		SELLEF					

**BOUND 50 3-PART SETS PER** BOOK.

## BASIS FIXED GRAIN PURCHASE CONTRACT

00001

This is an agreement that the Seller _	(Seller's N	Of_ Name)		(Seller's Address)	on	(Date)
has sold and agreed to deliver to the E	Buyer,			at	(Buyer's Address)	
a net quantity of	(bu. cwt.) of U.S	Grade and Kind)	(Commodit	at		tein) (%Moisture)
at(Delivery Location)	for delivery	Specify Time Period for Delivery)	T	he purchase price per bus	hel has not yet b	een set by Seller.
The purchase price will be a basis of Seller			·)	(Month/Year) (Commodit		ntract at the time
gives notice to Buyer to set the price.	The price must be set du	ring trading hours of the Ex	change	on which the basis is fixed	d, not later than	
Unless other terms have been agreed next trading session if Seller has not p of the grain upon completion of delivery the 10% differential will be required from will be liable for any deficit. Settlement	riced the grain by the dat y. If the market value of th m Seller. If Seller does no will be made to Seller w	te indicated. Buyer will adva ne grain drops below 110% of ot provide the required funds when the futures price is fixe	ance to S of the ad s on shored.	Seller% (not to vance amount, partial rep- t notice, this contract may	exceed 80%) of ayment of the adv	the market value vance to maintain
GRADE AND QUALITY SPECIFICAT weights and grades to govern. All delividual shipments not complying with the TITLE: Title to the grain shall pass to MERCHANTABLE QUALITY: All grain state commerce within the meaning of and applicable state law. Seller express to reject delivery of, a commodity contain LIENS: Seller hereby warrants to Buyelbrances or security interests of any kind.	IONS: The quality of graveries made under this consist provision. Refusal by the Buyer at the time of a delivered under this confit the federal Food, Drug sly warrants that this graining transgenic genes or traver that all grain delivered	ontract shall be of the grade the buyer to accept delivery delivery even though no pr intract shall be of merchanta and Cosmetics Act, Enviror in was produced in the conta aits that are not approved for	otract shape and quantice has to able quantice the distribution of	all be determined at the pality specified herein. Buy for this reason shall not repeen determined. lity, unadulterated, and un Protection Agency toleran inited States. Seller shall mapan, Mexico, the European	rer reserves the release the seller for management of the seller for management of the seller for the seller fo	right to reject indiffrom this contract novement in inter ain Standards Ac Buyer has the right. S. export markets
PREMIUMS AND DISCOUNTS TO AP elects to accept such deliveries not me specified hereafter. The following prem	eeting the contract grade	and quality, market scale di	scounts	and premiums at time of d	lelivery will apply,	, unless otherwise
SETTLEMENT FOR UNDERDELIVER able to complete delivery of the contrast shall by the close of the next market discontract, the Brafter having given notice to the Seller price and the replacement cost based BUYER'S RIGHT TO DELAY DELIVER this contract if such delay is caused by the duty of the Buyer to accept deliver	cted quantity, it shall be the ay elect either to: a) agreuyer, by the exercise of doto complete the contract, on the close of the mark RY PERIOD: The Buyer by government regulation or and make payment under the contract of the mark ry and make payment under the contract of the contrac	he duty of the Seller to advi- e with the Seller upon an ex- due diligence, will buy-in for the Buyer will cancel the de- ket the next business day wi- has the right, without penalt or action, labor strikes, riots der this contract as soon as	se the Bratension the accordanted phen trade, to delay, to delay, insurres practical	uyer at once. The Buyer, wof the time for delivery; or punt of the Seller the defaportion of the contract at the can be made for the aday the time for accepting duction, freight embargoes able after the cause for defaportion.	when Seller's defar b) after having gaulted portion of the difference between the factor of Seller. The livery and making transportation play has ceased.	ault is determined given notice to the the contract; or c ween the contrac ng payment unde delays. It shall be
ARBITRATION: Buyer and Seller a Trade Rules of, and arbitrated by competent jurisdiction. Seller agree	the	and that jud	gement	may be entered on the a	arbitration award	d in any court of
and court costs. BINDING EFFECT: This contract, and the parties hereto and their respective FINAL AND COMPLETE AGREEMEN not be modified, supplemented or wain NORTH DAKOTA NOTICE: A ND Index	e heirs, personal represer IT: This contract shall re ved, except in writing sign	ntatives and successors of the present the final, complete ned by both parties.	the respo and excl	ective parties. This contractusive statement of agreer	ct may not be ass ment between the	signed. e parties and may
NOTICE TO SE	ELLER OF FINAN	ICIAL RISK		In witness whereof, the	parties have sig	ned this contrac
MINNESOTA - THIS CONTRACT		RY EXTENSION OF CREDIT.  JYER'S OR STORAGE BOND.	THIS	thisday		
MONTANA - IN THE EVENT OF BOND PAYMENT, IS HEREBY ADVIS CONTRACT.	FINANCIAL INSOLVENCY, MAY RESULT IN AN UNSE SED OF THE FINANCIAL RI	AMOUNTS OWING AFTER SU CURED OBLIGATION. THE SE ISK INVOLVED WITH THIS TYP	LLER E OF	(yea	r). FUTURES	S:
NORTH DAKOTA - THIS CONTRACT		OND COVERAGE IN THE EVEN	IT OF	BUSHELS:		

BUYER:\_\_

(Authorized Signature(s))

ি সামাত্রমাত্র (১০০,০০০ • Victor Lundeen Co., Printers • Fergus Falls, MN • 1-800-346-4870

SELLER: \_\_\_\_\_(Authorized Signature(s))

THIS TEXT PRINTED ON THE PINK 3RD PART ONLY.

BOUND 50 3-PART SETS PER BOOK.

FORM 2558 - Part 3

Seller\_

SOUTH DAKOTA - THIS CONTRACT IS NOT PROTECTED BY SOUTH DAKOTA STATUTORY BOND COVERAGES.

(AUTHORIZED SIGNATURE)

Date\_