00001 DELAYED PRICING GRAIN PURCHASE CONTRACT _____Of_____ON _____ON _____ This is an agreement that the Seller ____ has sold and agreed to deliver to the Buyer, ___ a net quantity of _____ (bu. cwt.) of U.S. _____ of ____ of ____ (Commodity) _at_____(% Protein) (%Moisture) ____for delivery___ (Specify Time Period for Delivery) The purchase price of the grain is agreed to be Buyer's bid price, less charges, at the time Seller gives notice to buyer to set the price. In the event Seller gives such notice after the trading hours of the Chicago Board of Trade and the Minneapolis Grain Exchange (presently 9:30 A.M. to 1:15 P.M., central time, Monday through Friday), Buyer reserves the right to defer setting a bid price until the next market trading session. In the event such notice shall not have been given on or before ________, the price of the grain shall be Buyer's bid price, less charges, after the close of the market on said date, unless other terms have been agreed upon in writing. (Date) Seller shall pay Buyer a service charge equal to the greater of 1) _____cents per bushel or 2) _____cents per bushel per month or fraction thereof from the date or dates of delivery of the grain to the date of such notice (which is the date that the price is set). Both the service charge and the purchase price shall be payable on the date the purchase price is determined. Buyer will advance to Seller ______% (not to exceed 80%) of the market value of the grain upon completion of delivery. If the market value of the grain drops below 110% of the advance amount, partial repayment of the advance to maintain the 10% differential will be required from Seller. If Seller does not provide the required funds on short notice, this contract may be liquidated by Buyer, and Seller will be liable for any deficit. Settlement will be made when the price is fixed. 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 even though no price has been determined. 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 Buyer 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% (.002) of the value of grain covered by this contract may be deducted at settlement. In witness whereof, the parties have signed this contract 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. (Authorized Signature) IN THE EVENT OF FINANCIAL INSOLVENCY, AMOUNTS OWING AFTER SURETY MONTANA -BOND PAYMENT, MAY RESULT IN AN UNSECURED OBLIGATION. THE SELLER IS HEREBY ADVISED OF THE FINANCIAL RISKS INVOLVED IN THIS CONTRACT. THIS CONTRACT IS NOT PROTECTED BY BOND COVERAGE IN THE EVENT OF NORTH DAKOTA -BUYER'S INSOLVENCY. THIS CONTRACT IS NOT PROTECTED BY SOUTH DAKOTA STATUTORY BOND SOUTH DAKOTA -COVERAGES. Seller_ Date__ Seller: Date ____ (AUTHORIZED SIGNATURE) (Authorized Signature) SCALE TICKET SUMMARY BUSHELS DATE SCALE TKT. NO. BUSHELS SCALE TKT. NO.

FORM 2562 (Rev 5/10)

BOUND 50 3-PART SETS PER BOOK.

DELAYED PRICING GRAIN PURCHASE CONTRACT

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This is an agreemen	nt that the Seller	(Seller's Name)	of		(Seller's Address)	on	(Date)	
					at			
a net quantity of	(bu	cwt) of U.S	of		at	(Buyer's Address)	(%Moisture)	
		cwt.) of U.S(Grade and K		ommodity)			(/omeletare/	
		for						
the trading hours of the	ne Chicago Board of Trade an a bid price until the next mark	yer's bid price, less charges, at d the Minneapolis Grain Exchan et trading session. In the event s charges, after the close of the	nge (presently 9:30 A such notice shall not	M. to 1:15 have been	P.M., central time, Monday given on or before	through Friday), Buye	er reserves the	
Seller shall pay Buyer date or dates of delive date the purchase price	ery of the grain to the date of	e greater of 1) f such notice (which is the date	cents per bushel or 2 that the price is set)) Both the s	cents per bushel per service charge and the pure	r month or fraction the chase price shall be p	ereof from the payable on the	
the advance amount,	partial repayment of the adva	xceed 80%) of the market value ance to maintain the 10% differe r will be liable for any deficit. Se ADDITIONAL TE	ential will be required	from Selle when the	r. If Seller does not provide price is fixed.	e of the grain drops the required funds o	pelow 110% of n short notice,	
to govern. All deliveries provision. Refusal by the TITLE: Title to the grammer MERCHANTABLE QUE the meaning of the few warrants that this grain to govern the street of t	es made under this contract s the buyer to accept delivery of ain shall pass to the Buyer at JALITY: All grain delivered ur deral Food, Drug and Cosme n was produced in the contin	uality of grain delivered under thall be of the grade and quality of grain for this reason shall not the time of delivery even though der this contract shall be of mer tics Act, Environmental Protectiental United States. Seller shall it	specified herein. Buy release the seller from h no price has been chantable quality, und on Agency tolerance not deliver, and the Bu	er reserves in this conti determined adulterated s, the U.S.	s the right to reject individua ract. I. , and unrestricted from move Grain Standards Act and a	al shipments not comp ement in interstate co oplicable state law. S	olying with this mmerce within eller expressly	
LIENS: Seller hereby	warrants to Buyer that all gra	o, the European Union, or other U. in delivered hereunder is now ar	nd will remain up to a	nd including	g the time of delivery, free of	all liens, encumbran	ces or security	
PREMIUMS AND DIS	COUNTS TO APPLY: Accep	tance of deliveries not meeting	the contract grade ar	d quality s	shall be at the option of the	Buyer. If the Buyer el	lects to accept	
	eeting the contract grade and nts will apply to grain delivere	quality, market scale discounts d pursuant to this contract:	and premiums at tim	e of deliver	y will apply, unless otherwis	e specified hereafter.	.The following	
of the contracted quarelect either to: a) agree of due diligence, will be cancel the defaulted prades can be made for BUYER'S RIGHT TO I delay is caused by go and make payment un	ntity, it shall be the duty of the with the Seller upon an extra buy-in for the account of the stortion of the contract at the or the account of Seller. DELAY DELIVERY PERIOD: vernment regulation or action ider this contract as soon as er and Seller agree that all	reries made under this contract see Seller to advise the Buyer at cension of the time for delivery; consists the defaulted portion of the difference between the contract. The Buyer has the right, without, labor strikes, riots, insurrection practicable after the cause for deliberation of the disputes and controversies.	once. The Buyer, when or b) after having give the contract; or c) after price and the replace penalty, to delay the tright embargoes delay has ceased.	n Seller's of an notice to having give ment cost time for according to the respection.	default is determined, shall of the Seller to complete the ven notice to the Seller to complete the based on the close of the cepting delivery and making tation delays. It shall be the	by the close of the no contract, the Buyer, to omplete the contract, market the next busin payment under this duty of the Buyer to a subject to the Tra	ext market day by the exercise the Buyer will hess day when contract if such accept delivery ade Rules of,	
competent jurisdiction	on. Seller agrees to pay all	Buyer's costs resulting from S ments thereto agreed to mutual	Seller's breach, inclu	ding, but	not limited to, reasonable	attorney's fees and	court costs.	
and their respective he	eirs, personal representatives	and successors of the respecti	ve parties. This contr	act may no	t be assigned.			
supplemented or waiv	ed, except in writing signed b		·		v		ot be modified,	
		Assessment of .2% (.002) of the		<u> </u>	ontract may be deducted at witness whereof, the pa		this contract	
	THIS CONTRACT CONSTI	TUTES A VOLUNTARY EXTENS	SION OF CREDIT. TH	IIS		_		
MONTANA -	CONTRACT NOT COVERED BY ANY GRAIN BUYER'S OR STORAGE BOND. - INTHE EVENT OF FINANCIAL INSOLVENCY, AMOUNTS OWING AFTER SURETY BOND PAYMENT, MAY RESULT IN AN UNSECURED OBLIGATION. THE SELLER				Buyer: Date			TUICTEVE
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BUYER'S INSOLVENCY. SOUTH DAKOTA - THIS CONTRACT IS NOT PROTECTED BY SOUTH DAKOTA STATUTORY BOND COVERAGES. BUYER'S INSOLVENCY. BUSEN BUYER'S INSOLVENCY. BUSEN BUYER'S INSOLVENCY.					BUSHELS:			ON THE PINK 3RD
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	(AUTHORIZED SIGNATURE)		ICKET SUMMA		(Authorized Signature)	gnature)		
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