

Contract Number: _____

Originator: _____

Program: _____

Name of the Company

Grower/Elevator Agreement

THIS AGREEMENT is made this ___ day of _____ between _____ (hereinafter called "GROWER"), and _____ (hereinafter called "ELEVATOR"), and Name of the Company (hereinafter called "Company"). GROWER, ELEVATOR and Company are experienced and knowledgeable in the cultivation of soybeans and business transactions involving soybeans.

1. AGREEMENT

a. GROWER under this Agreement agrees to plant commercially available _____ varieties on a designated amount of acres to produce a Low - Linolenic identity preserved grain (hereinafter "____ soybeans") to be sold to _____ (hereinafter "ELEVATOR") and delivered to ELEVATOR location or the **Company Plant**. The ELEVATOR will purchase all the bushels of ___ soybeans produced on the designated acres that meet the quality criteria set forth herein. This Agreement is for the ___ crop year only and shall run from signature date until all of the ___ soybeans have been delivered to ELEVATOR, or **Company**.

b. GROWER agrees to identity preserve (keep separate from other grain) the _____ soybeans. GROWER agrees to follow the outline in Attachment I to this Agreement, and to certify that the outline was followed by completing and signing Attachment I at or before the time of sale as proof of compliance.

c. ELEVATOR agrees to accept delivery or direct _____ soybeans to the designated delivery point on a direct shipment basis from the GROWER. Instructed delivery periods will be from _____ to _____ at times specified by Company.

d. ELEVATOR agrees to ship the _____ soybeans as instructed and to perform certain other services for Company under this Agreement. Instructions for shipments shall be given by Company. All _____ soybeans under this Agreement shall be handled in an identity preserved manner, with efforts focused on maintaining the quality of the soybeans as outlined in Attachment II.

2. ACREAGE

a. GROWER agrees to produce _____ acres of _____ soybeans for delivery under this Agreement.

b. GROWER will retain receipts consistent with the number of acres contracted under this Agreement for verification by Company and the ELEVATOR.

c. GROWER grants Company and ELEVATOR free and easy access to the fields, harvesting equipment, transportation vehicles, and grain storage facilities used in the production of the _____ soybeans and to inspect, evaluate and monitor the progress and condition of the crop.

d. GROWER agrees to inform ELEVATOR of any and all liens placed against the _____ soybeans. If there is a crop share arrangement, GROWER will complete information about the landlord requested on the signature page.

3. STORAGE, DELIVERY and MARKETING

a. GROWER shall deliver the _____ soybeans to ELEVATOR or ELEVATOR may elect to have GROWER direct ship or arrange direct shipment for GROWER to _____. The delivery period shall be buyers call _____ through _____. **Company shall provide ELEVATOR a minimum of 7 calendar days advance notice of each designated shipment requirement during the specified delivery period.**

b. GROWER hereby agrees not to give, transfer, sell, or otherwise dispose of _____ soybeans produced on the designated acres to any other third party without written authorization by Company.

c. GROWER must price _____ soybeans to ELEVATOR by time of physical delivery to COMPANY or ELEVATOR may offer deferred pricing to GROWER beyond the date when the soybeans are physically delivered by ELEVATOR to COMPANY. GROWER then agrees to sign a Price Later Agreement (Credit Sale Agreement) with the ELEVATOR. Any ELEVATOR terms and conditions (i.e. harvest delivery options and storage or price later fees) are between ELEVATOR and GROWER and not part of this Agreement. GROWER agrees to sell all of the _____ soybeans produced under this Agreement to the ELEVATOR using normal ELEVATOR marketing procedures.

d. ELEVATOR will pay GROWER any premiums due when ELEVATOR pays GROWER for _____ soybeans covered by this Agreement. **ELEVATOR reserves the right to not pay GROWER any premiums due until ELEVATOR has received a completed and signed Grower Certification form.** For purposes of obtaining payment from the ELEVATOR, GROWER is a third party beneficiary of COMPANY's Agreement with the ELEVATOR.

e. The ELEVATOR will pay GROWER a premium using the following scale:

Premium Scale:

Buyers Call \$_____ per BU.

4. QUALITY SPECIFICATIONS, SAMPLING, and TESTING

a. The _____ soybeans shall be subject to COMPANY'S standard discount schedule at time of delivery with the following exceptions:

_____ beans with moisture above 13% will be rejected with no premium paid.
_____ beans must have less than .3% corn or subject to rejection with no premium paid.

_____ beans must have a low-linolenic fatty acid content as determined by COMPANY or subject to rejection with no premium paid.

b. A sample of each load of _____ soybeans must be obtained to determine purity. Linolenic content of the _____ soybeans shall be determined by a Near Infrared Technology (NIT) test (or another test approved by COMPANY) on a composite sample drawn from each load of _____ soybeans, and such test may be the basis for rejection of _____ soybeans. If the _____ soybeans do not meet the Low - Linolenic Acid specification, then GROWER will not receive any premium for that load of _____ soybeans. The retention of samples will be critical in determining the source of any contaminants.

c. _____ soybeans delivered under this Agreement 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.

d. The destination weights and grades shall govern with the exception that ELEVATOR has the right to appeal grading by submitting a sample to the Federal Grain Inspection Service (FGIS), at ELEVATOR's expense, for an official grade.

5. INDEPENDENT CONTRACTOR

GROWER or ELEVATOR is, for purposes of this Agreement, an independent contractor and nothing contained in this Agreement shall make GROWER or ELEVATOR an employee or agent of COMPANY or authorize him/her to act on their behalf. GROWER or ELEVATOR shall indemnify and hold COMPANY harmless from all claims in any way connected directly or indirectly with GROWER'S or ELEVATOR'S operations pursuant to this Agreement.

6. INDEMNIFICATION, SPECIFIC PERFORMANCE AND LIQUIDATED DAMAGES

a. Pursuant to COMPANY's arrangement with (seed supplier), the GROWER will be able to order sufficient quantities of seed at (Seed supplier) authorized dealers to enable the GROWER to deliver the quantity of soybeans produced on the acres identified in section 2 a. If by _____, GROWER cannot obtain sufficient quantities of seed from local (Seed supplier) authorized dealer, then acres identified in 2 a will be adjusted by COMPANY or GROWER may by written notice elect to cancel this agreement. (Seed supplier) will provide the GROWER with a replacement soybean variety through its local seed dealer at the same or comparable price to the _____ varieties.

b. COMPANY, ELEVATOR and GROWER agree to indemnify and hold harmless each other from and against, and to reimburse each other with respect to, any and all claims, demands, causes of action, loss, damage, liabilities, costs, and expenses (including reasonable attorney's fees and court cost, if allowed by law) asserted against or incurred by the non-breaching party by reason of or arising out of (a) the breach of any representation or warranty set forth in this Agreement, (b) the failure to perform any obligation required by this Agreement to be performed by the breaching party. GROWER and ELEVATOR agrees that in the event of a breach or threatened breach by GROWER or ELEVATOR of any provisions of this agreement regarding delivery of _____ soybeans COMPANY shall be entitled to a preliminary restraining order and an injunction to prevent breach or further breach of the agreement and to a decree of specific performance of this

agreement. The parties agree that this is a contract for the purchase and sale of personal property under special circumstances and conditions and that the COMPANY may, but shall not be obligated to, go into the open markets and buy _____ soybeans of equal or greater quality to replace any of the product or otherwise, and COMPANY determines that its actual damages are too uncertain to prove. COMPANY in its sole discretion may elect, in lieu of other remedies, and GROWER or ELEVATOR agrees to pay to COMPANY as liquidated damages for all products sold, delivered, or withheld by or for GROWER or ELEVATOR, other than in accordance with the terms of this agreement, 10% of total market value of such products. Market value is to be determined as of the time that demand for shipment of the products is requested by COMPANY. If the products have been sold by GROWER or ELEVATOR, then the price for which such products have been sold shall be their market value. Both parties agree to undertake all reasonable efforts to mitigate damages in the event of a breach by the other party.

7. FORCE MAJEURE

In case of fire, war, destruction by the elements, strikes, labor shortage, or other conditions over which the parties to this agreement have no reasonable control, or in the event of the inability of COMPANY to properly operate its processing plant, by reason of any causes beyond COMPANY’s reasonable control, then and in any such event the parties to this agreement shall not be liable to the other for failure to comply with the terms of this agreement.

8. MISCELLANEOUS

This Agreement constitutes the complete and exclusive statement of the understanding between the parties and supersedes all prior and collateral representations. Any alteration, modification, or amendment of the Agreement shall not be valid and binding unless in writing and signed by both parties. This Agreement shall bind parties hereto, their heirs, administrators, executors, successors, and assigns. This Agreement shall be governed by Nebraska law. COMPANY, ELEVATOR, and GROWER agree that all disputes and differences arising between COMPANY, ELEVATOR, and GROWER out of or relating in any way to this Agreement, the construction, meaning and operation, or effect of the Agreement, or breach thereof, shall be settled by arbitration in accordance with the rules and regulations of the National Grain and Feed Association pursuant to such Association’s grain arbitration rules. COMPANY, ELEVATOR, and GROWER agree that judgment may be entered upon any arbitration award in any court of competent jurisdiction. ELEVATOR and GROWER may not assign this Agreement without the prior written consent of COMPANY. Written notice to COMPANY shall be by personal delivery or by postage paid letter addressed to _____

_____ COMPANY CONTRACT ID# _____
CALL \$ _____/BU

OPEN BUYERS

Acres Contracted: _____
day notice prior to delivery period)

(buyer gives 7 calendar

(Check one)

Delivery direct from farm to COMPANY

Delivery to Elevator

GROWER Business Name:

(Please Print) _____

Street or Box: _____

(_____) _____
City, State, and Zip Code

Phone

Signature: _____

Date:

PURCHASE INFORMATION

Seed supply I.D. Number: _____

Seed Variety:

_____ dealer: _____
purchased: _____

Number of units

FOR CROP SHARE ONLY:

LANDLORD information:

(Please print)

Landlord Name: _____

Street or Box: _____

(_____) _____
City, State, and Zip Code

Phone

Landlord % share _____

Grower % share

ELEVATOR:

(Please Print) _____

Street or Box: _____

(_____) _____
City, State, and Zip Code

Phone

Signature: _____

Date:

Company
(Please Printed) _____
(_____) _____

Phone

Signature: _____

Date:

CONTACT:

ATTACHMENT I - Identity Preservation outline

2007 Grower Certification

CONTRACT ID# _____

Please check off that the following aspects of the identity preservation outline were followed:

Purchases

- Purchased _____ Soybean seed varieties.
(Seed supplier) seed dealer _____ # of units purchased _____ Seed
Variety _____
(Seed supplier) seed dealer _____ # of units purchased _____ Seed
Variety _____
 Retained receipts to verify the above purchases

Planting

- Seeds were kept separate from other varieties, in closed containers until used.
 Planter and drill boxes were cleaned and visually inspected to be free of contaminants before use
 Fields where _____ Soybean seeds were planted were physically separated from other varieties ---OR---
 Minimum of 20 foot border rows were established between other varieties within same fields
 Flags, marker posts, plots signs, or some other method _____ was used to delineate _____ Soybean Fields
=> Total acres planted with _____ Soybean varieties under this Agreement _____
=> Last seed type and variety planted prior to use on _____ Soybean _____

Treatment

- Retained spray logs to verify type of herbicide treatment
 No storage chemicals were applied to this crop since its harvest.

Harvest

- Flush run on _____ Soybeans was used to assure equipment was free of contaminants
- Representative samples from each field were kept and labeled with ID # (contract # + field ID)
- => Last grain type and variety harvested in combine: _____
- => Estimated ACTUAL bushels harvested under this Agreement _____

Storage

- All bins used to store _____ Soybeans were swept clean and visually verified to be free of any contaminants.
- All bins used to store _____ Soybean were labeled with Identity Preserved stickers or other method.

Transportation

- All trucks used to transport _____ Soybeans were clean and visually verified to be free of contaminants.
- All trucks used to transport _____ Soybeans were labeled "Identity Preserved" in some manner
- Drivers were clearly instructed as to the identity preserved nature of the shipment.
- Representative samples from each field were kept and labeled with ID # (contract # + Shipment #)

I hereby certify that the above information is correct.

(GROWER Signature Required)

(Date)

Phone # (____) _____

Address:

**Attachment II - Identity Preservation System (IPS) Elevator Certification
For ELEVATOR Delivery**

ELEVATOR _____

Please check off that the following aspects of the IPS system were followed:

Elevator Storage

- All bins/silos used to store _____ Soybeans were swept clean and visually verified to be free of all other grain or soybeans.
- All bins/silos used to store _____ Soybeans labeled with Identity Preserved stickers or other method _____
- Logs were maintained to show all access to bins used and the origin of additions to designated bins.
- ⇒ Last grain type and variety stored in bins/silo: _____
- ⇒ Total amount of _____ Soybeans stored during this contract _____

Transportation

- All trucks used to transport _____ Soybeans were clean and visually verified to be free of all other grain or soybeans.
- All trucks used to transport _____ Soybeans were labeled "Identity Preserved" in some manner _____
- All bills of lading were clearly marked with Identity Preservation Stickers or other method _____
- Drivers were clearly instructed as to the identity preserved nature of the shipment.
- Representative samples from each field were kept and labeled with ID # (contract # + Shipment #)

I hereby certify that the above information is correct. _____

(Elevator Signature Required)

(Date) _____

Phone # (____) _____

Address: _____