

CONTRACT PRINTING

Program: D-2000 O ConAgre Trading Group OPTIMUM® High Oleic High Oil Corn
 Date: February 7 2000

Optimum Quality Grains, L.L.C. 2000 MARKETING AGREEMENT FOR OPTIMUM® HIGH OLEIC HIGH OIL CORN Buyer's call

THIS AGREEMENT is made February 7 2000 between [REDACTED] (hereinafter "GROWER") and Optimum Quality Grains, L.L.C. (hereinafter "Optimum"), and relates to the production and delivery of OPTIMUM® High Oleic High Oil Corn grain (hereinafter "OPTIMUM Grain") from certain high oleic high oil hybrid seed corn or TC BLEND® seed corn (hereinafter collectively "Seed"). GROWER and Optimum are experienced and knowledgeable in the cultivation of corn and business transactions involving corn.

1. GENERAL TERMS

a. GROWER shall produce and deliver an "Identity Preserved" crop from Seed purchased from seed companies that are on the 2000 OPTIMUM High Oleic High Oil Corn seed company list (see Attachment A).

b. GROWER shall produce the highest quality grain possible and meet the specifications in Article 3. GROWER shall take all measures to prevent contaminants during growing and handling OPTIMUM Grain, and may not blend with any other type of grain.

c. GROWER agrees to sell and deliver 100% of the contracted production of OPTIMUM Grain to Peavey Company - Council Bluffs (hereinafter "ELEVATOR"). All marketing activities and GROWER payments will be handled by the ELEVATOR or a replacement elevator or grain merchandiser designated by Optimum and shall be subject to a separate grain purchase agreement between GROWER and ELEVATOR.

d. GROWER agrees to plant and grow acres of OPTIMUM Grain. Pricing and GROWER compensation for the OPTIMUM Grain are in Article 4. If GROWER is unable to perform all terms of this Agreement for any reason, GROWER agrees to promptly notify both Optimum (1-888-707-7648) and ELEVATOR.

e. GROWER will purchase

740 Units From Pfister Hybrid Corn Company Seed Company

Seed company name is required for the Agreement to be valid. If GROWER purchases Seed from seed company(s) other than as designated above, whether due to unavailability of seed or GROWER's choice, or is unable to purchase Seed in order to perform this Agreement, GROWER agrees to promptly notify Optimum by calling 1-888-707-7648. Neither Optimum nor any seed company designated above guarantees Seed availability or sale.

f. GROWER is to request and read the specifications and the complete Purchase Agreement and the Limitation of Warranty and Liability associated with all SEEDSeed purchased for use under this Agreement. GROWER agrees to abide by the terms and conditions of the Purchase Agreement.

g. GROWER grants Optimum and/or its appointed agents free and easy access to the fields to inspect, evaluate and monitor the progress and condition of the crop.

n. GROWER agrees not to use any grain storage chemicals - either applied directly to the OPTIMUM Grain or to the storage structure in which the OPTIMUM Grain is to be stored, and GROWER further agrees to certify compliance with this provision.

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i. To minimize risk of cross-pollination, GROWER agrees that he will not plant the SEEDSeed within 50 feet of any transgenic or GMO (genetically modified organism) corn; and GROWER further agrees to certify his compliance with this provision.

j. For purposes of this agreement, "transgenic or GMO (genetically modified organism) corn" refers to a crop produced from seed containing DNA from another organism; e.g., Bt-derived insect resistance, Roundup Ready® or Liberty Link® herbicide resistance, etc.

2. DELIVERY AND STORAGE

a. Delivery is BUYER'S CALL. GROWER shall deliver the dried OPTIMUM Grain to ELEVATOR with transportation costs paid by the GROWER. For OPTIMUM Grain redirected by Optimum to another facility, that receiving location on behalf of Optimum will pay additional transportation costs for one way distances of 5 miles or greater.

b. The delivery period(s) shall be the following:

	Start Date	End Date	Acres
Jan 01 - Mar 01	1/1/01	3/31/01	2000

The ELEVATOR will provide a minimum of one week pre-advice of the requested delivery date.

c. GROWER must get written permission from ELEVATOR to change delivery period. In the event of a delay in the designated delivery period caused by ELEVATOR or Optimum, GROWER will be compensated on all priced bushels at a rate of \$0.0007 cent per bushel per day from the last day of the delivery period indicated above until the OPTIMUM Grain is called. All OPTIMUM Grain must be delivered no later than August 31, 2001.

d. GROWER shall not allow or cause any liens or security interests to be placed on the OPTIMUM Grain that would prevent the unencumbered delivery of the OPTIMUM High Oleic High Oil Corn grain or that conveys ownership of the crop to anyone other than the GROWER, the ELEVATOR or Optimum.

3. PHYSICAL QUALITY SPECIFICATIONS

OPTIMUM Grain shall meet the following specifications, or it shall be subject to the ELEVATOR'S discount schedule or rejection.

a. The specifications for OPTIMUM Grain shall be:

Moisture	15.0% Maximum
Test Weight	54.0 lbs. Minimum
BCFM	2.0% Maximum
Damage	3.0% Maximum
Aflatoxin	< 20 ppb
Odor	Cool, sweet and of merchantable quality.
Contamination	For identity preserved handling, no com

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Blending

grain from other types allowed and meets all U.S. No. 2 Yellow Corn quality standards not listed above. OPTIMUM Grain blended with any other type of grain will not be accepted.

b. If the moisture exceeds the above limits or has test weight less than the above minimum, the OPTIMUM Grain will be subject to rejection or discounts, and drying charges set forth by the receiving ELEVATOR. The following discounts apply for BCFM and damage.

BCFM DISCOUNTS

\$0.02 Each 1.0% From 2.1-4.0%

DAMAGE DISCOUNTS

\$0.01 Each 1.0% From 3.1-5.0%

c. OPTIMUM Grain 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 Cosmetic Act, Environmental Protection Agency Tolerances, the United States Grain Standards Act and applicable state law.

d. Any individual load of OPTIMUM Grain with greater than 20 PPB Aflatoxin, not cool and sweet, not of merchantable quality or rejected as a result of not meeting any of the specifications in this Agreement shall not be accepted and no premium will be paid for oil content. Such load(s) shall be subject to rejection or purchased as yellow corn at the sole discretion of the ELEVATOR. Such load(s) shall not be commingled with other OPTIMUM Grain produced by GROWER.

e. The ELEVATOR'S weights and grades shall govern with the exception that GROWER has the right to appeal any grading by having the elevator submit a sample to the Federal Grain Inspection Service (FGIS), at GROWER'S expense, for an official grade.

f. GROWER will provide a representative sample of GROWER'S OPTIMUM Grain before delivery if requested by Optimum. Optimum will provide sample bags and sample shipping instructions to the GROWER. Optimum or their representative shall have the right to sample bins of OPTIMUM Grain prior to delivery.

4. PRICING AND GROWER COMPENSATION

a. The ELEVATOR or Optimum will compensate the GROWER for performing this Agreement. The compensation for a load of delivered, dried OPTIMUM Grain shall be the ELEVATOR cash price for U.S. No. 2 Yellow Corn on day of delivery (if not priced earlier with ELEVATOR), less any discounts, plus a premium based upon the oil content (see the SCALE below) times the total number of net bushels of the OPTIMUM Grain accepted/delivered. GROWER acknowledges that depending upon market conditions, the pricing of OPTIMUM Grain may be higher or lower than the local price of generic yellow corn. The GROWER agrees to accept this export price as the final determination in the settlement of the OPTIMUM Grain.

PREMIUM SCALE

Less than 6.0% oil*, \$0.00 per bushel

6.0% oil \$0.05 per bu.	7.0% oil \$0.15 per bu.
6.1% oil \$0.06 per bu.	7.1% oil \$0.16 per bu.
6.2% oil \$0.07 per bu.	7.2% oil \$0.17 per bu.
6.3% oil \$0.08 per bu.	7.3% oil \$0.18 per bu.
6.4% oil \$0.09 per bu.	7.4% oil \$0.19 per bu.
6.5% oil \$0.10 per bu.	7.5% oil \$0.20 per bu.
6.6% oil \$0.11 per bu.	7.6% oil \$0.21 per bu.
6.7% oil \$0.12 per bu.	7.7% oil \$0.22 per bu.
6.8% oil \$0.13 per bu.	7.8% oil \$0.23 per bu.

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6.8% oil \$.14 per bu. 7.8% oil \$.24 per bu.

8.0% oil or greater \$.25 per bu.

*All oil contents are expressed on a zero moisture basis

b. In addition, DUPONT is offering a GROWER profit incentive of \$16 per bag on each bag of TC BLEND® seed you buy from participating Optimum seed companies. To qualify for the 2000 DuPont Bonus Program, grower must utilize qualifying DuPont Crop Protection Products on 50% or more of their total corn acres. For additional information on this incentive, call 1-888-8-DUPONT.

c. In addition to the oil premium noted above and provided that the oleic content is 50% or greater, GROWER shall receive a High Oleic pilot production premium of \$0.05 per bushel of OPTIMUM Grain times the total number of bushels of OPTIMUM Grain delivered.

d. Oil content and oleic content of OPTIMUM Grain shall be determined by the ELEVATOR, utilizing a grain analyzer with an Optimum approved calibration for OPTIMUM Grain, on a representative sample drawn from each load. Details of the sampling and measurement procedure may be obtained from the ELEVATOR.

e. In the event of a disagreement or dispute related to oil content or oleic content, the GROWER may request that such sample be re-analyzed. The oil content for determining the premium due shall be the average value of the two sample measurements. If the GROWER requests a third party analysis, then GROWER has the right, at GROWER'S expense, to have ELEVATOR submit the same sample to the Federal Grain Inspection Service (FGIS). The parties agree that the oil content as determined by FGIS shall be used to determine the premium for the OPTIMUM Grain.

f. If a grain analyzer with an Optimum approved calibration for OPTIMUM Grain is not available at the ELEVATOR when the GROWER delivers the OPTIMUM Grain, then GROWER shall allow ELEVATOR reasonable time to obtain oil analysis.

5. INDEPENDENT CONTRACTOR

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

6. DISCLAIMER OF WARRANTY AND LIMITATION OF DAMAGES

Actual total oil content of the OPTIMUM Grain produced by the GROWER will vary and is influenced by factors such as variety selected, date of planting, occurrence of disease, insects including corn rootworm beetle, accumulated growing degree days during the growing season, contaminating pollination by non-high oleic high oil corn varieties, failure to follow the recommended method of use, and the breakdown of male sterility of the hybrid seed corn incorporated in the TC BLEND® seed under adverse weather conditions, all of which are beyond the control of Optimum. OPTIMUM/Optimum MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.

NO CLAIM OF ANY KIND, WHETHER OR NOT BASED ON NEGLIGENCE, SHALL BE GREATER IN AMOUNT THAN THE VALUE OF COMMERCIAL SEED IN A QUANTITY COMPARABLE TO THAT QUANTITY OF SEED SUBJECT TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES AND THE MEASURE OF DAMAGES SHALL BE WITHOUT REGARD TO THE CAUSE RELATIVE THERETO AND WHETHER

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OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF SUCH PARTY.

7. MISCELLANEOUS

- a. 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.
- b. This Agreement shall be governed by Iowa law, without regard to conflict of law principles. Optimum and GROWER agree that all disputes and differences arising between Optimum and GROWER out of or relating in any way to this Agreement, the construction, meaning and operation, or effect of this 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. Optimum and GROWER agree that judgment may be entered upon any arbitration award in any court of competent jurisdiction.
- c. Neither Optimum nor the GROWER may assign this agreement without prior written consent of the other party. Written notice to Optimum shall be by personal delivery or by postage paid letter addressed to Optimum Quality Grains, L.L.C., 10700 Justin Drive, Des Moines, Iowa 50322.

8. LAND OWNER

If GROWER does not own a field used for the production of the OPTIMUM Grain under the terms of this Agreement, he/she shall indicate the name(s) of the owner(s) below. Any method of payment other than directly to GROWER shall be indicated below.

9. ACCEPTANCE BY Optimum

This Agreement is not binding until signed by both GROWER and Optimum. GROWER must present this Agreement to ELEVATOR for Optimum to sign.

Optimum Quality Grains, L.L.C.:

By: _____

Date: _____

Optimum Agent

GROWER:

By: _____

Date: _____

GROWER (signature)

Grower Name:

Company Name (if any):

Street or box number:

City, State, Zip Code, Phone:

NON-OBJECTION BY LANDOWNER(S):

By: _____

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