



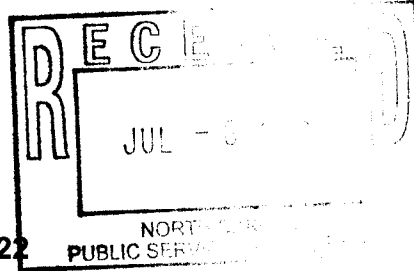
Roving Grain Buyer License Renewal

SFN 52440 (4/2007)

Public Service Commission
600 E. Boulevard Ave. Dept 408
Bismarck ND 58505-0480

3389

Oilseeds International Ltd.
8 Jackson Street
San Francisco CA 94111-2022



Phone: 415-956-7251

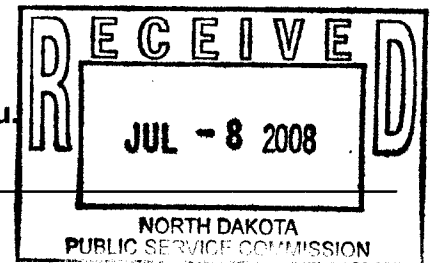
Fax: 415-394-9023

Lic #: 3064

Volume Purchased 4/1/2007 thru 3/31/2008. 8,718,351 bu

Company Representative: JOHN S. GYULAI

E-mail: yoko@oilseedsSF.com



Bond Surety Company: Platte River Insurance Company

Bond Amount: \$130,000.00

FEE REQUIRED:

If this renewal is received after July 15, an additional \$100 fee must be included .

LATE RENEWAL APPLICATION FEE.

\$200.00 *

\$300.00



License Renewal - Officers

SFN 13203 (4/2007)

Public Service Commission
600 E. Boulevard Ave. Dept 408
Bismarck ND 58505-0480

3389

Oilseeds International Ltd.
8 Jackson Street
San Francisco CA 94111-202

Phone: 415-956-7251
Fax: 415-394-9023

OFFICERS AND DIRECTORS

President of the Board John S Gyulai
8 Jackson St
San Francisco CA 94111

Phone: 415-956-7251

Vice President Akio Takami
8 Jackson St
San Francisco CA 94111

Phone: 415-956-7251

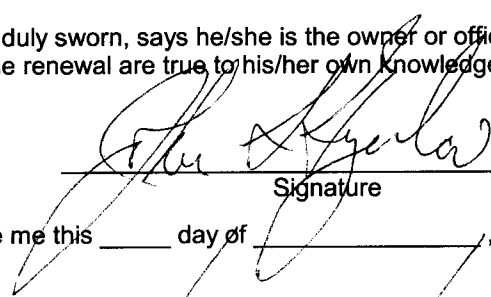
SIGNATURE AND NOTARY

State of CALIFORNIA

County of SAN FRANCISCO

JOHN S. GYULAI, being duly sworn, says he/she is the owner or official named in the foregoing renewal and that the facts stated in the renewal are true to his/her own knowledge.

(Seal)



Signature

Notary Public
My commission expires _____

Subscribed and sworn to before me this _____ day of _____, 20____.

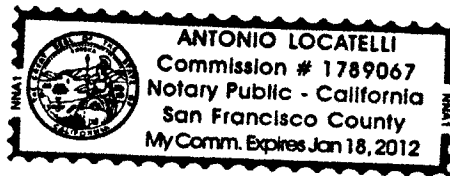
JURAT

State of California
County of San Francisco

Subscribed and sworn to (or affirmed) before me on
this 1st day of July, 2008
by JOHN STEVEN GYULAI JR.

proved to me on the basis of satisfactory
evidence to be the person(s) who appeared before me.

Notary Signature Antonio Locatelli



Oilseeds International Ltd.
8 Jackson Street
San Francisco, CA 94111
Phone: (415) 956-1196/7251 Fax: (415) 394-9023/956-1209

SAFFLOWER SEED PRODUCTION CONTRACT

CONTRACT NO. _____ # ACRES _____ VARIETY _____ YEAR _____
GROWER _____ PHONE _____ % INTEREST _____
ADDRESS _____ CITY _____ STATE _____ ZIP _____
LANDLORD _____ % INTEREST _____
ADDRESS _____ CITY _____ STATE _____ ZIP _____
FIELD LOCATION _____ COUNTY _____

\$ _____ FOB _____ or \$ _____ DELIVERED _____
Price per 2,000 lbs., pure basis. Weight settlements shall be delivered basis.

REMARKS SAFFLOWER WITH TEST WEIGHT BELOW 36 POUNDS PER BUSHEL SUBJECT TO REJECTION
AT BUYER'S OPTION.

All condition stated herein constitute the full contractual agreement between BUYER and GROWER.

BUYER and GROWER agree that GROWER shall plant safflower seed of the variety specified, raise, harvest, sell and deliver his entire safflower seed crop to BUYER under the following terms and conditions: GROWER must notify BUYER in writing of any change in acreage or variety of planting seed planted and obtain BUYER'S agreement to same.

1. GROWER shall deliver to BUYER, GROWER'S entire production of safflower seed of storable and milling quality produced from the acreage herein indicated. BUYER shall cause dockage and quality analysis to be made of all safflower seed delivered hereunder and one-half (1/2) the cost thereof shall be charged to GROWER. A copy of said analysis shall be furnished GROWER. BUYER will accept safflower seed with up to 8% moisture content with no penalty and above 8% moisture, BUYER reserves the right to reject deliveries. BUYER may accept safflower seed with moisture over 8%, but such seed so accepted will be subject to a weight deduction (pure seed basis) of 2% for each 1% (or fraction thereof) of moisture in excess of 8%.
2. BUYER reserves the right to reject deliveries containing dockage in excess of 5%. BUYER may accept safflower seed with dockage over 5%, but such seed so accepted will be subject to a weight deduction of 2% for each 1% (or fraction thereof) of dockage in excess of 5%, or in lieu thereof, at BUYER'S option, GROWER will be charged for the cost of rough cleaning. BUYER reserves the right to reject deliveries that grade "Sample Grade". Should BUYER accept such delivery, the lot will be subject to a weight reduction of 20% in addition to regular moisture and dockage deductions.
3. Any freight penalty for dockage in excess of 5%, excess moisture, or for less than minimum load shall be for GROWER'S account.
4. BUYER reserves the right to reject safflower seed containing more than 3% other grains.
5. BUYER reserves the right to reject safflower seed containing more than 5% sprout damaged seed.
6. GROWER shall promptly notify BUYER in writing, prior to July 1st of crop year of the name and address of any person or persons who may claim an interest in the crop and agrees to hold BUYER harmless for any act or omission in respect to any such interest not known to BUYER.
7. Promptly after GROWER'S deliveries are completed and after receipt of weight and State dockage certificates, BUYER shall remit to GROWER and/or lien holder, if any, the floor price, or fixed price indicated above after first deducting any charges and deductions provided for in paragraphs 1,2, and 3 above, and, any indebtedness then owing from GROWER to BUYER.
8. Pesticide. GROWER agrees not to apply to the crop or to the land on which the crop is grown any pesticide chemical, as defined in the Federal Food, Drug and Cosmetic Act, as amended, unless a regulation should then be in effect under Section 408 of said act, exempting such chemical from the necessity of a tolerance, or establishing a tolerance for such chemical, in which latter event such chemical shall be applied to the crop or land only at such time and in such a manner and quantities as shall be within the tolerance specified in such regulation.
9. Governing Law. This Agreement shall be governed by the laws of California and the Rule of the NIOP.
10. Force Majeure. Delays in or nonperformance of this Agreement shall be excused if caused by Acts of God, fire, floods, crop failures, frosts, disasters, strikes, lockouts, riots, rebellion, civil commotion, acts of any governmental authority or events beyond the control of the parties.
11. Assignment. GROWER may not assign GROWER'S right or obligations hereunder without prior written consent of BUYER. Subject to the foregoing, this Agreement shall inure to the benefit of and bind the successors, assigns and personal representatives of the parties.

GROWER'S SIGNATURE

By _____

DATE / /

Tax ID Number:

Oilseeds International, Ltd. ("Buyer")

By _____

DATE / /

BROKER'S SIGNATURE

By _____

DATE / /

Contract Number: 2008HO-01

Date: / /2008

Program Name: 2008 Crop High Oleic Sunflowers- Delivery to Crushing Mill West Fargo or Enderlin, ND

OILSEEDS INTERNATIONAL LTD.

Agreement to Grow High Oleic Sunflowers

West Fargo or Enderlin, ND Delivery at BUYER's Call

THIS AGREEMENT is made this _____ day of _____, 2008, between _____ (hereinafter, jointly and severally with Landlord, called "Grower") and Oilseeds International Ltd. (hereinafter called "OIL"). Grower is experienced and knowledgeable in the business practices involved in the cultivation of sunflowers and business transactions involving sunflowers. Grower agrees to grow _____ acres of sunflowers by planting only High Oleic hybrid sunflower seeds approved by Oilseeds International, Ltd.

PRICING:

This is a "Flat Price" contract at **\$31.00/cwt.** for High Oleic Sunflowers, basis 40% oil, 10% moisture, 25 lb Test Weight, delivered at OIL/Buyer's option to Crushing Plant West Fargo or Enderlin, NORTH DAKOTA at OIL/Buyer's Call. This price includes all storage and transportation to West Fargo or Enderlin for Grower delivered sunflowers. Growers will be provided the option to deliver a portion of their production at harvest to The Arthur Companies at one of their facilities in either Arthur, Ayr, or Page, ND (location will be designated at a later time). Price on harvest delivery will be **\$29.50/cwt.** These prices will only be paid on sunflowers with Oleic Acid content greater than 85% that have been accepted by OIL at the receiving point. Price is for clean seed only with all dockage deductible.

PAYMENT:

Grower payments will be made within 21 days of delivery completion, provided that all quality specifications have been met and all paperwork received. Payment will be made to the Grower and Landlord, if any, specified on the signature page to this Agreement. OIL will have the right to deduct from the first payment any amount the Grower owes OIL, or their affiliates, for any reason whatsoever.

QUALITY SPECIFICATIONS:

Quality will be determined from probed samples taken at the delivery point. Samples will be retained for 10 days after delivery. A copy of the analyses can be provided to the Grower. These analyses will be final unless within 5 days after the analyses was made, Grower requests a second analyses. A second test may be requested within that time frame on a disputed test result at the grower's expense. Quality standards for High Oleic sunflowers are the same as for NuSun oil sunflowers, at time of delivery, with the addition of meeting oleic acid content of 85%.

Premiums and discounts will be the same as in effect for NuSun oil sunflowers at the time of delivery. Following is the schedule currently in effect, but is subject to change. Premiums and discounts will be added to or subtracted from the applicable Base Selling Price. Grading will be on an individual load basis.

OIL: A premium of 2 % of the contract price (c/p) for each 1 % over 40 %, a discount of 2 % c/p for each 1 % under 40 % to 38 %, discount of 3 % each 1 % under 38 % to 32 %, discount of 3.5 % of c/p each 1 % under 32 %.

MOISTURE: High Oleic Sunflower Seed with moisture levels above 10.00% should be dried to 10.00% or less at Grower's Expense before delivery to designated crush plant or other location designated by Buyer. Moisture between 10.00% and 12.00%, a discount of 2 % of c/p each 1 % over 10 % to 11 %, discount of 3 % of c/p each 1 % over 11 % to 12 % prorated if fractions. Moisture over 12.00 % will be subject to rejection

INSECTS: A discount of 3 % of c/p will be applied for seed delivered with serious live insect infestation, which requires fumigation. Fumigation costs will be surcharged to Grower.

DOCKAGE: All foreign material is deducted as dockage.

TESTWEIGHT: A discount of 1 % of c/p each .5 lb. under 25.

HEAT DAMAGE: 0.5 % allowed, discount of 2 % of c/p each 1 % over 0.5 % prorated if fraction, over 2 % heat damage subject to rejection.

REGULAR DAMAGE: 5 % allowed, discount of 2 % of c/p each 1 % over 5 %, prorated.

INFESTED: Discount of 3 % of c/p, no treated or COFO seeds accepted.

STONES: A discount of \$0.05 cwt. For each 1-10 stones, discount of \$0.01 cwt. each 1 over 10 stones.

OTHER: Sour and/or musty, heating, or low quality seeds will carry a discount of 2% and will be subject to rejection.

FOREIGN MATERIAL: All foreign material is deductible as dockage up to 12 %; over 12 % the weight deduction is 2 % each 1 % prorated.

PURITY:

Each load of high oleic sunflower will be checked at the delivery point for oleic acid content with a refractometer. A refractive index indicating seed is less than 85% oleic acid may be rejected.

To insure purity, OIL requires the following steps to be taken by the Grower:

- a. The production field must not have produced sunflowers in 2007 (a three or four year rotation is recommended).
- b. Isolation of ¼ mile from any non-high oleic sunflower field.
- c. Clean combine, trucks, bins augers, and other handling equipment to avoid contamination with other crops or non-high oleic sunflowers.
- d. Grower will not mix High Oleic sunflowers or NuSun sunflowers from other companies with OIL's high oleic sunflowers under this Agreement.
- e. Grower agrees to only use fungicides, insecticides, herbicides and other pesticides on this High Oleic Sunflower Crop and resulting oilseed that have been registered and approved by the U.S. EPA for use on oilseed Sunflower.

SAMPLES:

During harvest, Grower will take samples of the High Oleic Sunflowers as they are being put into storage. This is to allow for "quality checks" only. "Final/Official Samples" for settlement purposes will be drawn and analyzed at delivery for Grower's expense and account.

ACCESS:

The Grower agrees that OIL/their designates shall have the right to enter the production field and on-farm storage facility to monitor the progress and condition of the crop.

DELIVERY:

Final delivery is at "OIL/Buyer's Call" and at OIL/Buyer's option to either West Fargo or Enderlin, ND crush mill or other location designated by OIL and must be delivered at Grower's expense at the place and time requested by OIL. OIL may direct that the High Oleic Sunflowers be delivered to another location, and in such event transportation costs in excess of the transportation costs to West Fargo or Enderlin, ND will be paid by OIL. OIL has the option to cancel this contract should Grower fail to deliver seed at the place and time requested by OIL. Grower will be responsible for all costs related to handling, storage and freight based on Final Delivery point/West Fargo or Enderlin, ND crush mill or other location designated by OIL.

STORAGE:

If OIL has not called for delivery from storage by Feb 1, 2009, OIL will pay Grower storage at the rate of .005 cents/cwt./day until final delivery.

ACT OF GOD:

Unless prevented by Acts of God and events beyond producer's reasonable control, the producer will use best efforts to produce and timely deliver produced crop that OIL has herein agreed to purchase and to cause the same to meet or exceed minimum quality standards.

If Grower is unable to fulfill the terms of this Agreement due to an Act of God, Grower will immediately notify OIL in writing as to the nature of the cause or event. OIL will have the right to inspect producer's crop that has been subjected to Acts of God. Example - severe hail damage must be reported in writing promptly so OIL can adjust its hedge/supply position if necessary.

THIRD PARTY RIGHTS:

The Grower represents and warrants that Grower has designated his social security number on the signature pages of this Agreement, in addition to any liens, encumbrances or equities that are existing or may arise during the course of the Agreement. Grower authorizes OIL to utilize Grower's social security number to conduct lien searches. Grower will also immediately notify OIL of any new liens, encumbrances or equities that arise and have not been listed.

Grower represents and warrants that all consents of claim holders necessary to permit Grower's sale of sunflowers to OIL hereunder have been obtained or will be obtained prior to the harvest. For production

on land owned by a party other than Grower ("Landlord") and with a crop share arrangement, the Landlord shall be a signatory to this Agreement and Landlord's name, address and telephone number shall be indicated on the signature pages of this Agreement.

Upon making payment for the sunflowers by check or any draft payable jointly to Grower and to any claim holders listed, OIL will receive clear title to same, free and clear of any and all liens, claims, and encumbrances of any kind.

INDEPENDENT CONTRACTOR AND HOLD HARMLESS:

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

DISCLAIMER OF WARRANTY AND LIMITATION OF DAMAGES:

OIL MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY 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, OR INDIRECT DAMAGES WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF SUCH PARTY.

MISCELLANEOUS:

This Agreement constitutes the complete and exclusive statement of the understanding between the parties and supersedes all prior and collateral representations with respect to the High Oleic Sunflowers. This Agreement in no way affects or alters the limitation of warranty or any other contract or license terms printed on the planting seed bag. Any alteration, modification, or amendment of this 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. If any term of this Agreement is held unenforceable or in conflict with any law of an applicable jurisdiction, it is the intention of the parties that the validity of the remaining terms not be affected by such holding and the remaining terms be construed and enforced to the fullest extent permissible under law. This Agreement shall be governed by California law, without regard to conflict of law principles. OIL and Grower agree that all disputes and differences arising between OIL 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. OIL and Grower agree that judgment may be entered upon any arbitration award in any court of competent jurisdiction. Neither OIL nor the Grower may assign this Agreement without prior written consent of the other party. Written notice to OIL shall be by personal delivery or by postage paid letter addressed to Oilseeds International, Ltd., 8 Jackson Street, San Francisco, CA 94111.

Contract ID #:2008HO-01

GROWER(S):

By: _____ Date: _____
(Grower(s) signature)

Please Print:

Grower Name(s): _____

Company Name (if any): _____

Address: _____

City, State, Zip Code: _____

Telephone : _____

Social Security or Tax ID Number(s): _____

LIENS: _____

Grower % share _____ (If no Landlord, please write 100%)

Landlord % share _____

For Crop Share Only:

LANDOWNER information:

By: _____ Date: _____
(Landowner Signature)

Please Print:

Landowner Name: _____

Address: _____

City: _____

State: _____ Zip Code: _____

Phone: (_____) _____

Social Security Number: _____

LIENS: _____

Name of OIL sales rep: Arthur Companies, Inc.- Tom Burchill

Telephone number of OIL sales rep: 888-967-8312

ACCEPTED BY BUYER:

Oilseeds International, Ltd.

8 Jackson Street

San Francisco, CA 94111

Or

By: _____

Printed: _____

Date: _____

Phone: _____

**Please enter legal descriptions and acres
on the lines below:**

DEFERRED PAYMENT CONTRACT

No:

Date:

THIS AGREEMENT, made and entered into by and between Oilseeds International, Ltd., ("Buyer"), with its principal place of business at 8 Jackson St., San Francisco, CA 94111 ("Buyer") and _____ ("Seller") whose principal place of business is at _____ ("Seller").

The parties hereto hereby promise and agree as follows:

1. Seller has sold (or sells) and Buyer has purchased (or hereby purchases) and acknowledges receipt of the safflower seed which details (weight certificate number, net pounds, price, amount and total due) are on the attached calculation sheets.
2. Buyer agrees to pay Seller the net due stated in the attached calculation sheets between the dates of _____ and _____.
Buyer has made no representations regarding the tax consequences of this contract.
3. Seller hereby warrants to Buyer that all safflower seed 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:

This is the entire agreement of the parties with respect to the subject matter hereof. Except as set forth in this Deferred Payment Contract, all other terms and conditions of the Safflower Seed Production Contract No. _____ remain in full force and effect.

In witness whereof, the parties have signed this contract this _____ day of _____ (month), _____ (year).

NOTICE TO SELLER OF FINANCIAL RISK

SOUTH DAKOTA -	THIS CONTRACT IS NOT PROTECTED BY SOUTH DAKOTA STATUTORY BOND COVERAGES.
NORTH DAKOTA -	THIS CONTRACT IS NOT PROTECTED BY NORTH DAKOTA BOND COVERAGE IN THE EVENT OF THE BUYER'S INSOLVENCY.
MONTANA -	THE SELLER RECOGNIZES THAT IN THE EVENT OF FORECLOSURE OR BANKRUPTCY, THIS CONTRACT IS EQUIVALENT TO AN UNSECURED LOAN TO THE PURCHASER THE SELLER AND ANY OF THE SELLER'S CREDITORS SHOULD BE ADVISED OF THE FINANCIAL RISKS INVOLVED IN THIS CONTRACT.

SELLER

BUYER:

Fumiyoshi Sugawara