

COMPANY \_\_\_\_\_ TOWN \_\_\_\_\_

**DEFERRED PAYMENT GRAIN PURCHASE AGREEMENT**

31255  
RECEIVED  
SEP 27 2018  
ND Public Service  
Commission

AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_  
by and between \_\_\_\_\_  
located at (address) \_\_\_\_\_

hereinafter referred to as "Seller", and \_\_\_\_\_, hereinafter referred to as "Buyer", witnesseth:

WHEREAS, Seller is the owner of \_\_\_\_\_ bushels  
of good, sound, dry, and merchantable \_\_\_\_\_ grading  
(Grain)

now stored in \_\_\_\_\_ elevator

located at (city) \_\_\_\_\_ (county) \_\_\_\_\_ (state) \_\_\_\_\_

represented as follows:

KIND	RECEIPT NO.	GROSS BUSHELS	DOCK. BUSHELS	NET BUSHELS	PRICE	STORAGE	AMOUNT

Date of Delivery \_\_\_\_\_

and; WHEREAS, Buyer desires to purchase and take title to said described grain;

NOW THEREFORE, in consideration of the mutual promises of the parties hereto as hereinafter set forth, it is agreed as follows:

1. Seller agrees to sell to Buyer said grain, as above described, at which time title to said grain shall pass to buyer.
2. Seller warrants that all the above described grain are free and clear of all liens, charges, and incumbrances of any nature whatsoever (except as here noted) and Seller agrees to warrant and defend the said described personal property against any and all lawful claims of any person or persons whomsoever, excepting such claims above noted.

**THIS CONTRACT MAY BE SUBJECT TO NORTH DAKOTA INDEMNITY FUND ASSESSMENT.**

3. Buyer agrees to buy the said grain from Seller at the following:

Price per bushel ..... \$ \_\_\_\_\_; Gross amount ..... \$ \_\_\_\_\_  
 Less: Accrued charges ..... \$ \_\_\_\_\_  
 Less: ..... \$ \_\_\_\_\_  
**NET AMOUNT TO BE PAID** ..... \$ \_\_\_\_\_

which Buyer agrees to pay to Seller between the dates of \_\_\_\_\_, and \_\_\_\_\_.

4. In entering into this contract, Seller recognizes and agrees that he shall have no right to receive payment for this grain except at times above provided and Seller shall not have the right to assign, transfer, mortgage, encumber or use as collateral for a loan any of Seller's right to receive payment of the balance due under the terms of this contract. This contract shall be binding upon heirs, administrators, executors and successors of the respective parties.

IN WITNESS WHEREOF, Seller has hereunto set his hand, and Buyer has caused this contract to be executed by its agent duly authorized thereunto, all on the day and year first above written.  
WITNESSES:

As to Seller \_\_\_\_\_  
 As to Seller \_\_\_\_\_  
 As to Buyer \_\_\_\_\_  
 As to Buyer \_\_\_\_\_

**VOID**

"THIS CONTRACT IS NOT PROTECTED BY ~~SOUTH~~ NORTH DAKOTA STATUTORY BOND COVERAGES."  
 \_\_\_\_\_ (Seller) \_\_\_\_\_ Date

\_\_\_\_\_ (Buyer) \_\_\_\_\_ Date

**VOID**



ADVANCED SUNFLOWER, LLC <sup>2</sup> ASL 7199 <sup>1</sup>  
Huron, South Dakota <sup>3</sup> Sellers Ticket # \_\_\_\_\_

Vehicle and Product Gross \_\_\_\_\_  
Vehicle Tare \_\_\_\_\_  
Gross Load \_\_\_\_\_  
Dock \_\_\_\_\_  
Shrink \_\_\_\_\_  
Net Product \_\_\_\_\_

**VOID**

INBOUND - SCALE TICKET

Date \_\_\_\_\_  
Grower/Seller Name <sup>4</sup> \_\_\_\_\_  
Product Oil <sup>5</sup> Con-oil \_\_\_\_\_ Confection \_\_\_\_\_ Other \_\_\_\_\_  
Edible \_\_\_\_\_ Bird Food \_\_\_\_\_ Contract \_\_\_\_\_ Spot \_\_\_\_\_  
Dock <sup>6</sup> FM \_\_\_\_\_ TW <sup>7</sup> Moist \_\_\_\_\_ Dark Roast \_\_\_\_\_ Insect Damage \_\_\_\_\_  
▲ 10/64 \_\_\_\_\_ ▲ 8/64 Slot \_\_\_\_\_ ▲ 24/64 rd \_\_\_\_\_ ▲ 22/64 rd \_\_\_\_\_ ▲ 20/64 rd \_\_\_\_\_  
Trucking Co. \_\_\_\_\_ Hullibility 1 2 3 4 5  
Truck ID \_\_\_\_\_  
Freight FOB \_\_\_\_\_ Del \_\_\_\_\_  
BIN \_\_\_\_\_ Agent/Manager \_\_\_\_\_  
COMMENTS: \_\_\_\_\_

Warehouse Scale Ticket

Ticket #: 33968  
Inbound

Advanced Sunflower, LLC - Redfield

17284 384th Ave  
Redfield, SD 57469

Ticket Date: 08/23/2018  
Location: RdFid  
Carrier:  
BL#  
Vehicle: WHITE  
Axles: 0  
Driver On? No  
Weighmaster: Andrew VanDenoever  
Bin: R 25  
Commodity: Con Oils (Conoil)  
Assembly: 30780  
Price: 19.50  
Farm ID:  
Field ID:

Received From:

VOID

Comments:

Gross Wt: 77,260lb 08/23/2018 10:44AM  
Tare Wt: 28,420lb 08/23/2018 11:43AM  
Net Wt: 48,840lb  
Gross Units: 488.40  
Shrink Units: 0.00  
Dock Units: 33.70  
Net Units: 454.70

T W 27.60 DR 1.00  
Moisture 7.90 ID  
Size 83.90 Shrink  
Dock 6.90 DRY  
SDGA 1.00 PEST  
Freight SCL 0.80

Splits  
Douglas S. Toussaint (GFARTO)

Percent  
100.00%

Net Units 454.70 DPRStatus Priced Contract 30455

VOID

Remarks:

VOID

Authorized Signature: