

**ELEVATOR AND GROWER PURCHASE AGREEMENT
ADM IDENTITY PRESERVED NON-GMO SOYBEANS
2012 CROP**

THIS AGREEMENT is made this _____ day of _____, _____ between _____ (hereinafter "ELEVATOR") and _____ (hereinafter called "GROWER").

1. IDENTITY PRESERVED NON-GMO SOYBEANS

- a. GROWER under this Agreement shall plant Non-GMO seed purchased from a seed company. GROWER shall designate a specific bushel amount of Non-GMO identity preserved soybeans (hereinafter "NON-GMO GRAIN") to be sold to ELEVATOR. GROWER shall sell and ELEVATOR will purchase the quantity of NON-GMO GRAIN described in Section 2 below. ELEVATOR will designate the delivery periods and NON-GMO GRAIN will be delivered on a buyers call basis.
- b. GROWER agrees to identity preserve (keep separate from other grain) the NON-GMO GRAIN. GROWER agrees to follow the outline in Attachment I to this Agreement. GROWER agrees to certify that the outline was followed by completing and signing Attachment I and delivering Attachment I to ELEVATOR, for collection by ADM, at the time of first delivery for retention as proof of compliance.
- c. GROWER grants ELEVATOR and ADM or their appointed agents free and easy access to the fields, harvesting equipment, transportation vehicles, and grain storage facilities used in the production of NON-GMO GRAIN, and to inspect, evaluate and monitor the progress and condition of the crop.
- d. GROWER agrees to deliver NON-GMO GRAIN to the ELEVATOR or ADM's East Plant. ELEVATOR will specify said delivery location. GROWER hereby agrees not to give, transfer, sell, or otherwise dispose of NON-GMO GRAIN to any other party without written authorization by ADM.
- e. GROWER agrees to inform ELEVATOR of any and all liens placed against the NON-GMO GRAIN. If there is a crop share arrangement, GROWER will provide information about the landlord as requested on the signature page.

2. QUANTITY

- a. GROWER agrees to deliver all production from _____ acres of NON-GMO GRAIN to ELEVATOR or ADM under the terms of this Agreement.
- b. GROWER shall produce and deliver an "Identity Preserved" crop of NON-GMO GRAIN. GROWER shall produce the highest quality grain possible to satisfy the specifications listed below. GROWER shall certify that all measures were taken to prevent contamination during growing and handling of NON-GMO GRAIN according to the identity preservation outline detailed in Attachment I.

3. DELIVERY AND GROWER COMPENSATION

a. The GROWER shall deliver NON-GMO GRAIN on a buyer's call basis within delivery periods set forth by ELEVATOR or ADM. ELEVATOR will give a minimum of one week notice for all direct delivery bushels to ADM.

b. The GROWER shall have all NON-GMO GRAIN priced either prior to or upon delivery unless ELEVATOR makes other arrangements. ELEVATOR will pay GROWER a premium of **\$1.90** per bushel over ELEVATOR'S cash soybean bid for direct delivery to the ADM East Plant in Decatur, Illinois. For delivery to ELEVATOR, the premium will be based on **\$1.90** per bushel but subject to payment terms and conditions set forth by ELEVATOR.

4. QUALITY SPECIFICATIONS

a. The NON-GMO GRAIN shall meet the following specifications, or be subject to rejection or the ELEVATOR'S discount schedule at time of delivery, as further described in Section 4(f).

Test weight	54.0#	
Moisture	13.0%	Max 14.0%
Splits	10.0%	Max 20.0%
Total damage	2.0%	Max 3.0%
Heat damage	0.0%	
Foreign material	1.0%	Max 3.0% (0.1% Corn)
Soybeans of other colors	0.5%	
Odor	Cool & Sweet	

Must meet all U.S. # 1 yellow soybean quality standards not listed above. Must contain less than 0.1% corn.

Must be fit for human consumption and free from all contamination that would render the NON-GMO GRAIN unfit or unsafe for human consumption, including but not limited to, insects, molds, insect damaged kernels, aflatoxin and/or other mycotoxins.

Must contain 99.1% minimum NON-GMO SOYBEANS as tested by an approved Roundup Ready/Liberty Link Lateral Flow Quick Test. Genetically Modified Organisms (GMO) 0.9% maximum.

b. For purposes of this Agreement, "GMO" (genetically modified organism) refers to seeds or crops in which the genetic material has been altered in a way that does not occur naturally by mating and/or natural recombination, including any of the following techniques: (i) recombinant DNA techniques using vector systems; (ii) techniques involving the direct introduction into an organism of heritable material prepared outside the organism including micro-injection, macro-injection and micro-encapsulation; (iii) cell fusion (including protoplast fusion) or hybridization techniques where live cells with new combinations of heritable genetic material are formed through the fusion of two or more cells by means of methods that do not occur naturally. For example, "GMO" includes, but is not limited to, seeds or crops that contain DNA from another organism; e.g., Bt-derived insect resistance, Roundup Ready® or Liberty Link® herbicide resistance, etc. "NON-GMO" refers to seeds or crops in which the genetic material has NOT been altered except by means that occur naturally by mating and/or natural recombination, which does not include the techniques set forth above. All purity testing will be done by ADM and/or ELEVATOR to determine the presence of any GMO material and compliance with quality standards set forth above.

c. NON-GMO 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

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

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

e. GROWER will provide a sample of NON-GMO GRAIN if requested by ADM, or ELEVATOR, or their designees. ELEVATOR and ADM or their representatives shall have the right to sample bins of NON-GMO GRAIN prior to delivery.

f. If the NON-GMO GRAIN is contaminated or does not meet the specifications listed above, either (i) ELEVATOR or the ADM West Plant will accept delivery of the NON-GMO GRAIN, but the GROWER will receive no premium for the contaminated or out of specification NON-GMO GRAIN and the ELEVATOR or ADM discount schedule at the time of delivery shall apply; or (ii) the grain may be rejected by ELEVATOR or ADM.

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 ADM or ELEVATOR, or authorize him/her to act on their behalf. GROWER shall indemnify and hold ADM and ELEVATOR harmless from all claims in any way connected directly or indirectly with GROWER'S operations pursuant to this Agreement.

6. 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 assignees. This Agreement is subject to the rules of the market in which the NON-GMO GRAIN is shipped, and is subject to the Trade Rules of the National Grain and Feed Association. ELEVATOR and GROWER agree that all disputes and differences between ADM, ELEVATOR and GROWER relating in any way to this Agreement, its construction, meaning and operation, effect, or breach thereof, shall be settled in accordance with the rules and regulations of the National Grain and Feed Association's grain arbitration rules. ADM, ELEVATOR and GROWER agree that judgment may be entered upon any arbitration award in any court of competent jurisdiction. Neither ELEVATOR, ADM nor the GROWER may assign this Agreement without prior written consent of the other party. Written notice to ADM shall be by personal delivery or by postage paid letter addressed to Archer Daniels Midland Company, 4666 Faries Parkway, Decatur, IL 62525, Attention: Kent Kidwell.

AGREEMENT APPROVAL (Please print):

Grower information:

Grower: _____

Farm Name: _____

Address: _____

Phone: (_____) _____

Signature: _____

Date: _____

For crop share only:

Landlord Name: _____

Address: _____

Phone: (_____) _____

Landlord % share _____

Grower % share _____

Signature: _____

Date: _____

ELEVATOR:

Signature: _____

Date: _____

Roundup® is a registered trademark of Monsanto Company.
Liberty Link® is a registered trademark of AgrEvo USA.

ATTACHMENT 1

CERTIFICATE

I, _____, residing at _____,
(Name of Grower) (Address)

will deliver all production from _____ acres of NON-GMO GRAIN (as assigned in the purchase Agreement).

By my signature below, I hereby certify and affirm the following:

1. The above-referenced grain was grown from the following varieties of seed represented by the seed company to be NON-GMO GRAIN:

	<u>Seed Company</u>	<u>Variety</u>	<u>Invoice #</u>
a.	_____	_____	_____
b.	_____	_____	_____
c.	_____	_____	_____
d.	_____	_____	_____

1. I have provided the Elevator with receipts for the seed.
2. I cleaned and visually inspected all planting equipment prior to use to ensure it was free from any contaminants to the NON-GMO GRAIN.
3. A distance of 20 feet physically separated fields planted with NON-GMO GRAIN from other fields. If not, the border rows in the first 20 feet were considered to be genetically modified grain.
4. I cleaned and visually inspected all harvesting equipment prior to use to ensure it was free from any contaminants to the NON-GMO GRAIN.
5. A flush run was done if the prior harvested field was not of NON-GMO GRAIN.
6. I used reasonable care to clean all grain handling equipment. This includes but is not limited to pits, legs, augers, conveyers, and gravity wagons.
7. I cleaned and visually inspected all grain bins that were used in the storage of NON-GMO GRAIN. Also, all bins were marked as containing NON-GMO GRAIN.
8. I cleaned and visually inspected all equipment used to transport NON-GMO GRAIN.
9. I shall notify ADM or ELEVATOR of any loads that I discover have been contaminated with GMO grain during transportation so that the load may be recalled or redirected by ADM or ELEVATOR.

No other warranties, expressed or implied, including implied warranties of fitness and implied warranties of merchantability, are made as to the commodity in question with respect to the commodity's nature, genetic composition, fitness for a particular purpose or use or otherwise.

Name

Date

Address

Phone