

SCALE DELIVERY RECEIPT - Inbound

Pipeline Foods, LLC-Hope

3824 SW 93rd Street
Hope, MN 56046
United States

SETTLEMENT COPY

Name

4480

[REDACTED]
[REDACTED]
United States

Split: [REDACTED] Farm: 100.00% 2,100.000 LB Field/Barn: Applied To:F
Ship Mode: Truck Del. Sheet:
Driver: On

Delivery Load

Ticket: 2081109927
Date: 6/10/2021 Time In: 12:55 PM Time Out: 12:57 PM CT
Vehicle: 42 BAGS BOL:
Reference: 999166 Bin Ref.:
Origin:
Carrier: CUSTOMER SUPPLIED F Freight Chg.:

Weight (LB)

Gross: 4,200.000
Tare: 2,100.000
Net: 2,100.000
LB: 2,100.000
Shrunk LB: 2,100.000

Commodity

NSOYHP129S Soybean-Non GMO HP SR129 SI

ALL STORAGE CONTRACT ON DRY EDIBLE BEANS TERMINATE ON APRIL 13TH OF EACH YEAR THIS WAREHOUSE IS NOT RESPONSIBLE FOR RETURNING AN IDENTICAL PRODUCT BACK IN EVENT OF DELIVERY.
Not delivered under US WAREHOUSE ACT, TITLE TRANSFERS TO PIPELINE FOODS

Operator _____

Driver: _____

Id.: 4480



Purchase Settlement Sheet

Commodity: NSOYHP129S Soybean-Non GMO HP SR129 SD
Date: 6/17/2021
Settlement No.: 208991034

Pipeline Foods, LLC-Hope
3824 SW 93rd Street
Hope, MN 56046
United States

Contract / Ticket Summary

No.	Type	Contract Date	Price	Shipment	FOB	50# BAG			Gross	USD		Settlement
						Priced	Settled	Remaining		- Discounts	- Charges	
208991040	F	6/10/2021	31.0000		FOB	42	42	0	1,302.00		1,302.00	
Totals for this settlement sheet:						42	42	0	1,302.00		1,302.00	

Special Discounts: 1 Product

Ticket Detail for Contract : 208991040 No. Tickets: 1

Ticket No.	Date	Unload/Share	%Split/Shrink	50# BAG Applied	Grade	Special Disc.	Price/Discount	Total Discount	Net Price/xApplied	Total Charges	Settlement Amount
2081109927	6/10/2021	42	100.00 %				31.0000				
42 BAGS		42	0	42					31.0000		
999166		2,100.000	LB						1,302.00		1,302.00
Totals:		42		42	Avg.:				1,302.00		1,302.00

Deduction Summary

Contract No.	Settled Qty	Total Gross	Total Discounts			Total Charges			Checkoff Tax National	Total Settlement	Less Advances	Net Settlement
			Quality	Drying	Stor./DP	Freight	Other					
208991040	42	1,302.00										1,302.00
Total:	42	1,302.00										1,302.00

Remit Funds To:
 Pmt. Type: ACH
 Transit No.:
 Amount: 1,302.00
 Payment Terms: Net 30
 Due Date: 7/17/2021
 Net Settlement: 1,302.00

Payment Amount: 1,302.00 USD

Attachment 2

PURCHASE CONTRACT - F

Attachment 2



CLOSED

Pipeline Foods, LLC-Hope
3824 SW 93rd Street
Hope, MN 56046
United States
Phone:
FAX:

Contract No. : 208991040
Contract Date : 6/10/2021
Reference :
Our Trader : Patrick Holverson
Your Contact :
Contact Phone No. : 603
Contact FAX No. : 0

Purchased From
4480
United States

Commodity : NSOYHP129S Soybean-Non GMO HP SR129 SD
Quantity : 42 50# BAG

Pricing/50# BAG : 50# BAG Price USD
42 31.0000

Shipment Period : START: 6/10/2021 END: 6/30/2021

Ship Mode Weight To Govern Del. Basis/FOB Point Title Passes
Truck Destination FOB WHITE SD

Contract Notes:

This agreement is between the Seller (as noted above) and Pipeline Foods, LLC (the "Buyer"). The Seller acknowledges confirmation of this purchase by Buyer. The parties agree to the above terms and conditions and the terms and conditions of the Contract Addendum attached hereto (collectively, the "Contract").

For claims related to quality of grain, the buyer shall give written notice to seller within 7 days of delivery. A sample of the grain will be sent to a 3rd Party Lab at the expense of the buyer for grade analysis, which shall be binding upon each party. Seller is required to provide current Organic Certificate and Crop Summary (if contract is for organic commodities).

Clean Truck/Car affidavit, including lot number, for shipments of Organic, NON-GMO or Gluten Free products shall be provided by the seller and shall accompany each shipment and be provided to Pipeline Foods upon delivery of grain.

If this product is not certified organic, Seller attests the following: keep documentation for contracts/orders between Seller and Pipeline, have a process for assuring that products have the proper specifications per this contract, that you inspect and test your products (incoming (seed, fertilizer) and outgoing (crops)) and when shipping outbound crops, the trailer is inspected prior to loading and the product is visually inspected prior to departure.

If product is be warranted as Gluten or Allergen Free, Seller attests that planting equipment, harvesting equipment, storage and transfer equipment, transport equipment or any other equipment used in production, storage or processing of product is cleaned and free of allergens. Allergens are considered to be: Fish & Shellfish, Dairy, Eggs, Sulphites, Gluten or Wheat, Peanuts, Tree Nuts, Mustard (Canada only) Soy and Sesame Seeds (Canada Only).

Grain must arrive cool, sweet and free of infestation otherwise subject to rejection.

Basis contracts must be priced by the last trade date of the option or they will be rolled at the spread plus a fee.

Trade Rules To Govern: National Grain and Feed Association

Payment Terms: Net 30

SIGNATURE: Receipt of this confirmation by Buyer/Seller, without written notice to Seller/Buyer of objection or error within seven (7) days, is an acknowledgement of the acceptance of all conditions hereof.

Buyer: _____

Seller: _____

Name: _____

1. **Buyer Sustainability Statement.** The Buyer delivers long-term value to its suppliers and develops supply chain assurance and transparency for its customers as to organic, non-GMO, transitional and clean label value chains.
2. **Cash Contract; Sale Confirmation.** This is a cash contract for the sale of the Commodity from the Seller to the Buyer. The Contract contemplates that the parties sign this Contract. However, the absence of signatures shall not void or otherwise deem this Contract unenforceable. The delivery of this Contract by the Buyer to the Seller shall serve as a confirmation of the sale. To the extent the Seller disputes any terms or conditions of this Contract, the Seller shall immediately notify the Buyer in writing. Failure to dispute any terms or conditions of this Contract shall result in a binding agreement between the parties.
3. **Delivery; Title.**
 - a. **F.O.B. Point of Origin.** The Commodity will be shipped to points designated by Buyer. Weights, grades, premiums and discounts at point of destination will apply at time of delivery, unless otherwise stated on this Contract.
 - b. **Excess Commodities.** Buyer will set the price on any excess quantities of the Commodity, based on the delivery point, as follows: (i) delivery point owned, leased or managed by Buyer, Buyer's market price at time of delivery; and (ii) delivery point not owned, leased or managed by Buyer, Buyer's market price for F.O.B. point indicated at the time Buyer receives notice of the excess commodity. Notwithstanding above, the Buyer may reject any excess Commodities.
 - c. **Excess freight and other charges.** Seller shall be responsible for any excess freight or other charges or penalties occasioned by erroneous billing and routing and/or any loading of cars, trucks or barges below minimum or over maximum weight. Seller shall pay all weighing and inspection fees. Seller shall also have sole liability for any federal, state or local taxes resulting from this Contract.
 - d. **Title.** Title to, all rights of ownership in and risk of loss of the Commodity shall remain in Seller until physical delivery to Buyer's designated delivery point, at which time such rights shall pass to Buyer unless delivery is made to Buyer under a storage agreement, in which case such rights shall pass upon application of the commodity to a purchase contract with Buyer.
4. **Representations, Warranties and Certifications of Seller.**
 - a. **Compliance with Applicable Law; Federal Food, Drug and Cosmetic Act.** Seller represents and warrants that the Commodity complies with all applicable federal and state laws including, but not limited to, the Federal Food, Drug and Cosmetic Act, 21 U.S.C. § 301 et seq., as may be amended, and the regulations promulgated under the Federal Food, Drug and Cosmetic Act, and specifically, that the Commodity has not been adulterated under any applicable laws.
 - b. **Non-GMO.** To the extent the "Non-GMO" section is marked in the "Seller Certification" above, the Seller further represents, warrants and certifies that: (i) the Commodity contains no genetic material that has been modified through *in vitro* recombinant deoxyribonucleic acid (DNA) techniques and for which the modification could not otherwise be obtained through conventional breeding or found in nature, and (ii) meets the requirements for non-bioengineered food under the Agricultural Marketing Act of 1946 and, specifically, Subtitle E "National Bioengineered Food Disclosure Standard", 7 U.S.C. § 1621 et seq., as may be amended, and the regulations promulgated under the Agricultural Marketing Act of 1946 (the "GMO Labeling Act"). Upon request, the Seller shall provide the Buyer a certification of compliance with the above requirements.
 - c. **Non-GMO and Organic.** To the extent the "Non-GMO and Organic" section is marked in the "Seller Certification" above, the Seller further represents, warrants and certifies that: (i) the Commodity satisfies the Non-GMO requirements of Section 4(b) above; and (ii) the Commodity was "organically produced" for purposes of the Organic Food Production Act of 1990, 7 U.S.C. §§ 6501-6522, as may be amended, and the regulations promulgated under the Organic Food Production Act of 1990 (the "Organic Act"), including, but not limited to, that the Commodity was produced at a "certified organic farm," as defined in the Organic Act, and that the operations that have handled the Commodity prior to delivery to the Buyer are "certified organic handling operations," as defined in the Organic Act. Upon request, the Seller shall provide the Buyer a certification of compliance with the above requirements, its approved organic plan and the certification of compliance with the applicable organic certification program.
 - d. **Article 2 Warranties; No Disclaimers.** Seller expressly warrants that the Seller shall convey good title to the Commodity free and clear of any and all security interest or other liens, except those for which the Seller has notified the Buyer in writing. The Seller does not disclaim any implied warranties under the Uniform Commercial Code including, but not limited to, the implied warranty of merchantability (UCC 2-314), the implied warranty of fitness for particular purpose (UCC 2-315), and the implied warranty from usage of trade (UCC 2-314). For purposes of this Section, the Seller is a "merchant", as defined by the Uniform Commercial Code.
5. **Indemnification and Hold Harmless.** Seller shall indemnify and hold Buyer harmless for any claims, demands, obligations, suits, actions or causes of action that arise from or relate to: (a) any liability or obligations contractually agreed to by the Seller in this Contract; and (b) any breach of the representations and warranties of the Seller under this Contract including, but not limited to, the representations and warranties under Sections 4(b) [Non-GMO] and 4(c) [Non-GMO and Organic] above.
6. **Default; Damages.**

Event of Default. Failure to comply with the terms and conditions of this Contract including, but not limited to, the breach of any representation or warranty or the failure of the Seller to deliver the Commodity, shall be an event of default under this Contract. The Buyer may, at its election, require either: (a) specific performance and delivery of the Commodity by the Seller, or (b) payment for the replacement cost of the undelivered Commodity. If, in Buyer's sole discretion, Buyer has reason to feel insecure about Seller's performance under this Contract, the Seller shall provide adequate assurance of compliance to the Buyer and make any such required payments to the Buyer, or do such other things as required by the Buyer in the time and manner set forth by Buyer. The failure to provide adequate assurance acceptable to the Buyer shall be an event of default.

b. Damages; Legal Fees and Costs. Seller's failure to perform on this Contract will result in contract cancellation charges to Seller, the total of which will be the difference between the Contract price and the replacement cost at the time of cancellation, plus a minimum cancellation charge of ten cents (10¢) per bushel. All contract pricing terms are part of the formula pricing of the cash delivery commitment. All futures exchange positions utilized by Buyer are for Buyer's hedging purposes only and not for Seller's account. Seller shall be liable for Buyer's legal fees and costs of collection.

c. Acceptance by Buyer; No Waiver. Acceptance of any performance by Buyer, after default of this Contract by Seller, shall not waive any rights or remedies accruing to Buyer as a result of such default.
7. **Arbitration.** This Contract is made in accordance with the applicable grain trade rules of the National Grain and Feed Association except as modified by this Contract. Any disagreements or disputes arising under or related to this Contract shall be arbitrated through arbitration proceedings before the National Grain and Feed Association and pursuant to its arbitration rules. The decision and award determined through such arbitration shall be final and binding upon the Buyer and Seller. The parties may file the arbitration decision and award as a judgment and the decision and award may be enforced in any applicable court.
8. **Miscellaneous.**
 - a. **Force Majeure; Allocation of Deliveries.** An event outside the control of the Seller shall not relieve the Seller of its obligations to perform on this Contract. In the event the Seller has contractually agreed to deliver like commodities to other buyers, the Seller agrees that it will not allocate production or deliveries among its buyers until which time the Seller has fully complied under this Contract.
 - b. **No Other Agreements.** No other agreements between the parties. Any modifications of this Contract shall be in writing and signed by both parties.
 - c. **Disclosure of Risks.** Seller acknowledges that Seller has entered into this Contract based upon Seller's own knowledge and judgment. Seller acknowledges that this Contract involves financial risks which Seller has independently evaluated, prior to executing this Contract, and that Buyer is not acting as a fiduciary in regard to this Contract.
 - d. **Assignment.** The respective rights, obligations and liabilities of Seller are not assignable without the prior written Consent of Buyer. The Buyer may assign this Contract to its successors and assigns.
 - e. **Governing Law.** This Contract shall be governed by the laws of the state of Minnesota and shall be binding on Seller's estate, executors, administrators, successors and assigns and shall inure to the benefit of Buyer, its successors and assigns.