

**ANDERSON SEED CO., INC**  
**DEFERRED PAYMENT GRAIN PURCHASE AGREEMENT**

439

AGREEMENT entered into this 19th day of December, 2011,  
 by and between MARTIN MCGAS Dairy INC  
 located at (address) 35273 176th Street, ORIENT S.D. 57467  
 hereinafter referred to as "Seller", and ANDERSON SEED CO., INC., hereinafter referred to as "Buyer", witnesseth:

WHEREAS, Seller is the owner of 1,432.48 CWT,  
 of good, sound, dry, and merchantable Oil Sunflowers grading NO 1 Editable  
 now stored in ANDERSON SEED CO., INC. elevator  
 located at (city) Redfield (country) SPINK (state) SD  
 represented by grain storage or warehouse receipt or receipts as follows:

KIND	RECEIPT NO.	GROSS BUSHELS	DOCK. CWT	NET CWT	PRICE	STORAGE	AMOUNT
<u>see</u>	<u>attached</u>	<u>assembly</u>	<u>Sheets</u>				
↓	↓	↓	↓	↓	↓	↓	↓
↓	↓	↓	↓	↓	↓	↓	↓
↓	↓	↓	↓	↓	↓	↓	↓

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, by endorsement and delivery by Seller to Buyer of the said storage or warehouse receipt or receipts on the date of execution hereof, at which time title to said grain shall pass to buyer.
2. Seller warrants that all the above described grain and said storage or warehouse receipt or receipts, 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.
3. Buyer agrees to buy the said described grain from Seller at the following:

Price per CWT ..... \$ \_\_\_\_\_; Gross Amount ..... \$ 46,973.92  
 Less: Accrued charges ..... \$ \_\_\_\_\_  
 Less: SD Sunflower Tax ..... \$ 57.30  
 (ND Indemnity Fund Assessment; .2% (.002) x value of grain covered by this contract) ..... \$ \_\_\_\_\_  
 NET AMOUNT TO BE PAID ..... \$ 46916.62

which Buyer agrees to pay to Seller between the dates of JAN 7th 2012, and JAN 14th 2012.

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: \_\_\_\_\_ Date \_\_\_\_\_

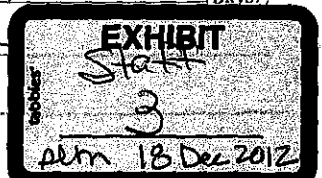
As to Seller: \_\_\_\_\_ Date \_\_\_\_\_

As to Buyer: \_\_\_\_\_ Date \_\_\_\_\_

As to Buyer: Anderson seed Date 12/19/11

<b>NOTICE TO SELLER OF FINANCIAL RISK</b>	
MINNESOTA	- THIS CONTRACT CONSTITUTES A VOLUNTARY EXTENSION OF CREDIT AND IS NOT COVERED BY ANY GRAIN BUYER'S OR STORAGE BOND.
NORTH DAKOTA	- THIS CONTRACT IS NOT PROTECTED BY BOND COVERAGE IN THE EVENT OF BUYER'S INSOLVENCY.
SOUTH DAKOTA	- THIS CONTRACT IS NOT PROTECTED BY SOUTH DAKOTA STATUTORY BOND COVERAGE.
SELLER _____	DATE _____

**ANDERSON SEED CO., INC.** (Buyer)  
 By: [Signature]



# Anderson Seed Co., Inc.

16774 300th Street SE  
Mentor, MN 56736

**RECEIVED**

**SEP 13 2012**

Date: 12/19/2011  
Customer: MarDai

Martinmaas Dairy Inc.  
35273 176th Street  
Orient, SD 57467

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

Assembly : 12321

11/04/2011 Sun Oil (SunOil) - Anderson Seed Co., Inc.-Redfield (Redfid)

Date	DPR	Split	Contract	Dock %	Shrk %	TW	Moist	Dock	%Over8	%Over7	Frt Ded	DrkRst	Price	Prem Disc	Net Price	Gross Units	Dock+ Shrink	Net Units	Amount	Drying
11/04 PR	100.00			6.80	0.45	22.02	10.30	6.80	69.80	77.20			32.7500	0.0000	32.7500	348.40	25.26	323.14	10582.84	0.00
open market \$32.75 per Pat																				
11/04 PR	100.00			6.60	0.00	22.25	9.40	6.60	65.00	73.00			32.7500	0.0000	32.7500	294.40	19.43	274.97	9005.27	0.00
open market \$32.75 per Pat defer pmt til after 1st of year																				
11/07 PR	100.00			6.80	1.80	22.18	11.20	6.80	70.20	79.40			33.0000	0.0000	33.0000	263.40	22.65	240.75	7944.75	0.00
open market \$33																				
11/07 PR	100.00			6.50	1.20	21.52	10.80	6.50	69.80	78.40			32.7500	0.0000	32.7500	362.40	27.91	334.49	10954.55	0.00
open market \$32.75 per pat																				
11/16 PR	100.00			9.00	0.90	21.37	10.60	9.00	67.00	73.20			32.7500	0.0000	32.7500	287.60	28.47	259.13	8486.51	0.00
open market \$32.75 per pat																				
avg 11/07/2011				7.10	0.85	21.85	10.45	7.10	68.44	76.32			32.7923	0.0000	32.7923	1556.20	123.72	1432.48	46973.91	0.00

<u>Assembly</u>	<u>Assembly</u>	<u>Assembly</u>
<u>Net</u>	<u>Settled</u>	<u>Remaining</u>
1,432.4800	1,432.4800	0.0000

Oils - OM 2011 crq - DEFER PAYMENTS until after JAN 2012

ement	Date	Source	SourceRef	Destination	CheckRef	SettUnits	Price	GrossAmt
	01/02/2012	Scale Ticket	40527	Priced - Not Paid	232	323.14	32.7500	10,582.84
	01/02/2012	Scale Ticket	40529	Priced - Not Paid	232	274.97	32.7500	9,005.27
	01/02/2012	Scale Ticket	40534	Priced - Not Paid	275	240.75	33.0000	7,944.75
	01/02/2012	Scale Ticket	40537	Priced - Not Paid	275	334.49	32.7500	10,954.55
	01/02/2012	Scale Ticket	40572	Priced - Not Paid	355	259.13	32.7500	8,486.51
						1,432.48		46,973.92