

Exhibit A

BANGHART PROPERTIES LLC

Professional Grain Marketing Services Contract

In any given grain contract the buyer agent refers to the Grain Marketing Advisor (GMA) who has made the specific grain transaction addressed in this contract.

BUYER

Banghart Properties LLC

PO Box 93

Gettysburg, SD 57442

605-354-4975

BUYER AGENT(GMA) NAME

GMA PHONE NUMBER:

CONTRACT DATE

CONTRACT NUMBER:

SELLER/REFERENCE CONTRACT NUMBER:

SELLER/PRODUCER:

ADDRESS:

COMMODITY:

QUANTITY:

PRICE:

DESTINATION SHIPMENT:

CONTRACT PERIOD:

SPECIAL TERMS:

Bond coverage and any other grain seller protections are determined by the laws of the state where title passes

Additional terms can be found at www.banghartproperties.com

Title shall pass upon the acceptance of the goods at destination. Seller retains title until accepted.

PAYMENT TERMS: 30 days after fulfillment of contract

GRADES/WEIGHTS DESTINATION (NGFA Trade Rules to Govern)

All grain is subject to buyer's call with the maximum of 1% storage prorated per day per month if grain is not shipped during the contract period. Buyer retains the right to store grain past the contract period.

Please sign and return immediately, calling any errors or omissions to our attention. The retention of this contract by you without notifying the GMA immediately of an error therein is an acknowledgement and acceptance of this transaction.

Banghart Properties GMA

Accepted Seller

Date

Checks will be made payable to the seller and _____

Lien Holder

This transaction is subject to the terms and conditions of your contract. This contract is binding you without further action. Please note that Banghart Properties LLC reserves the right to cancel any transactions within 24 hours of acceptance.

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PURCHASE TERM & CONDITIONS

1. This confirmation and said trade rules constitute the complete agreement between two parties, and cannot be changed in any manner, except in writing and signed by Buyer's duly authorized agents. In case of any inconsistency between Buyer's and Seller's confirmation, Buyer's confirmation governs.
2. Failure on the part of the seller to sign and return duplicate of this confirmation within seven (7) days from the date hereof shall entitle the Buyer to cancel the contract at its option at any time before receipt of signed confirmation.
3. Buyer shall determine the timing and conditions governing how and when the basis is established between the Buyer and Seller on all contracts where the basis is not established at the time of purchase. In the event that the basis is not established between the Buyer and Seller, Buyer retains the right to establish the basis on the last day of the month prior to delivery without Seller's consent.
4. This confirmation shall be governed by and construed under the laws of the state of South Dakota.
5. Except as otherwise specified: The trading rules of the National Oilseed Processors Association apply on soybean oil meal; the rules of the National Cottonseed Products Association apply on cottonseed meal; the Trade Rules of the American Dehydrators Association apply on alfalfa meal; the Grain Trade Rules of the National Grain and Feed Association apply on grain; and the Feed Trade Rules of the National Grain and Feed Association apply on millfeed and other commodities not specifically stated above. The Trade Rules of the respective commodity shall apply to the performance of this contract, and determine the obligations and rights of the parties, except that in the case of any conflict between the applicable Trade Rules and this confirmation, this confirmation shall govern. The seller hereby acknowledges familiarity with the text of the Trade Rules of the respective commodity and the Buyer and Seller agree to be bound by the terms and conditions of said rules.
6. Seller expressly represents and warrants that all commodities purchased hereunder are free and clear of all liens and encumbrances and that they are of the grade indicated, or if none is indicated, they are suitable for feeding to poultry and livestock. Seller guarantees that said commodities at the time of unloading are not adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act and that they may lawfully be introduced into interstate commerce under said act. Payment of sight draft or invoice does not waive Buyer's rights if goods do not comply with terms or specifications of the contract. Unless otherwise agreed between parties to the contract, and in addition to other remedies permitted by law, any shipment, which does not comply with contract provisions will be replaced within seven days of notice to the seller without expense to the buyer.
7. Buyer and Seller agree that any disputes and controversies of any nature whatsoever between them with respect to the subject matter of this confirmation shall be arbitrated according to the arbitration rules of the applicable trade association, or if the applicable trade association has no arbitration rules, then according to the rules of the American Arbitration Association.
8. Seller represents that he is not insolvent, as that term is defined in the Uniform Commercial Code. If Seller's financial condition is found to be or becomes unsatisfactory to Buyer during the term of the contract, Buyer may terminate the contract, and may also terminate all other contracts covering purchase by Seller of Buyer's products whether or not Seller may otherwise be in default, and no rights shall accrue to Seller against Buyer on account of such termination. If Seller defaults as to any installment of the contract, Buyer may at its option declare all subsequently maturing installments of said product to be due along with said defaulted installments, and Buyer may then terminate the entire contract. Failure on the part of the buyer to accelerate subsequently maturing installments because of Seller's default as to any given installment shall not be construed to be a waiver of any subsequent default of Seller.
9. Cars must be loaded to capacity as required by railroad companies. Seller to pay weighing, inspection, trackage, and interest charges, if any. Reconsigned cars not applicable on this contract except by consent of Buyer. Buyer reserves the right to change destination of all shipments prior to actual shipment of the car.
10. If contract time of shipment extends beyond fourteen (14) days from date of contract, Buyer may demand from Seller a marginal deposit of 10% of the gross value of the contract, to be returned or released when commodity is delivered, and Buyer may demand such further payments from Seller as may be necessary to maintain 10% deposit of the gross value of the contract, plus an amount equal to the difference between the contract price-value and the prevailing market price-value, if market is above contract prices. Seller agrees to pay such margins on demand, and if not paid, Buyer may at once exercise the same rights as if Seller had defaulted in shipment.
11. Prevention of Shipment and Force Majeure: Buyer reserves the right to declare Force Majeure and be relieved of its obligations, or may extend shipment periods at its option, under this agreement based on its assessment of the following events or conditions: (a) prohibition of export or other executive or legislative act done by or on behalf of the government of the country of origin or destination or of the territory where the port or ports named herein is/are situate, restricting export, whether partially or otherwise, or (b) blockade, or (c) acts of terrorism, or (d) hostilities, or (e) strike, lockout or combination of workmen, or (f) riot or civil commotion, or (g) breakdown of machinery, or (h) fire, or (i) ice, or (j) Act of God, or (k) unforeseeable and unavoidable impediments to transportation or navigation, or (l) epidemic or pandemic conditions, including but not limited to COVID-19, (m) any other event comprehended in the term "force majeure."
12. The parties agree to electronic transmission of this agreement and agree to be bound by its terms. Confirmations not returned within five (5) days are deemed accepted.