

**SEED, FERTILIZER, FARMING INPUT
PURCHASE/SALE AND SECURITY AGREEMENT**

This AGREEMENT made effective as of the _____ day of _____, 20____, between _____

with principal place of business located at _____,
Illinois _____ (zip) ("Purchaser") and Maplehurst Farms Inc., with principal place of business located at 936 Moore Road, Rochelle, Illinois 61068 (phone 815-562-8723) ("Seller")

WHEREAS, Purchaser requires a supply of seed, fertilizers, chemicals, and related farming inputs and supplies ("Farm Products") for and in connection with its farming operation; and

WHEREAS, Seller has the capability and desires to sell such Farm Products in accordance with the terms of this Agreement; and

WHEREAS, the Seller and Purchaser want to realize the benefits of a contractual arrangement over their present spot purchasing arrangement for the Farm Products.

NOW, THEREFORE, in consideration of the provisions of this Agreement, the parties hereby agree as follows:

1. Term

The initial term of this Agreement shall be the _____ day of _____, 20____, through the _____ day of _____, 20____, ("Initial Term"), which shall automatically renew for one-year terms unless either party notifies the other party in writing of its desire not to renew at least three (3) months prior to the expiration of the current term.

2. Purchase and Sale of Products

From time to time Purchaser may submit a verbal or written request to purchase from Seller Farm Products ("Purchase Order"). Seller will not be obligated to sell Farm Products. Neither Seller nor Purchaser has any minimum purchase or sale obligations hereunder. The Purchase Order shall be memorialized/document in invoices/field tickets, blend tickets, in the form customarily utilized by the Seller which shall be transmitted to Purchaser in a timely fashion. The description, delivery, pricing, and pricing terms shall be in accordance with the provisions/terms disclosed in said invoice/field tickets/blend tickets, etc. Past due payments will draw a finance charge at the rate of 1½ percent per month (annual percentage rate of 18 percent). Finance charges will be added to all new balances over 30 days old and continuing until the balance is paid. Any statement showing a balance past its due date is considered past due.

3. Security Agreement

The Purchaser's obligation to pay the purchase price of the Farm Products shall be in all respects secured by a Security Agreement – the provisions of which are attached hereto and incorporated herein by reference as if fully set forth herein.

4. Amendment

This Agreement may be amended, modified or supplemented only by a writing signed by the Purchaser and the Seller.

5. Interpretation

The terms as set forth in this Agreement have been arrived at after mutual negotiation with the advice of counsel and, therefore, it is the intention of the parties that its terms may not be construed against any of the parties by reason of the fact that it was prepared by one of the parties.

6. Notices

Any notice, request, instruction or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been given (a) when received if given in person or by courier or a courier service; (b) on the date of transmission if sent by facsimile or email (receipt confirmed); or (c) five (5) Business Days after being deposited in the mail, certified or registered, postage prepaid:

If to the Seller, addressed as follows: Maplehurst Farms Inc., 936 Moore Road, Rochelle, IL 61068
Telephone No.: 815-562-8723 Fax No.: 815-562-7543

If to the Purchaser, addressed as follows: _____

7. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns; provided, however, that this Agreement, nor any right or obligation hereunder or thereunder may be assigned by any party hereto other than to an Affiliate of such party without the prior written consent of the other party; provided further, that no such assignment shall relieve a party from its obligations under this Agreement or any Ancillary Agreement.

MAPLEHURST FARM INC.

Purchaser

By: _____

By: _____

Its: _____

Its: _____

SECURITY AGREEMENT

1. Security Agreement

To secure the payment and performance of all present and future indebtedness from Purchaser to Seller, Purchaser gives Seller a security interest in all of the Property described hereafter that Purchaser owns or has sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all accessories, replacements, improvements, and accessions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property. This Security Agreement remains in effect until terminated in writing, even if the debts are paid and secured party is no longer obligated to sell Farm Products to Purchaser.

2. Property Description - The Property is described as follows:

Documents: All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts.

Farm Products and Supplies: All farm products including, but not limited to, all poultry and livestock and their young, along with their produce, products, and replacements; all crops, annual or perennial, and all products and proceeds of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in Debtor's farming operations.

Government Payments and Programs: All payments, accounts, general intangibles, and benefits including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program.

3. Duties Toward Property

If the Property includes farm products, Debtor will provide Secured Party with a list of the buyers, commission merchants, and selling agents to or through whom Debtor may sell the farm products. Debtor authorizes Secured Party to notify any additional parties regarding Secured Party's interest in Debtor's farm products, unless prohibited by law. Debtor agrees to plant, cultivate, and harvest crops in due season. Debtor will, upon receipt of any payment for and in connection with the sale of any such crops, upon receipt, deliver any proceeds and products of the Property to Secured Party. Debtor will provide Secured Party with any notices, documents, financial statements, reports, and other information relating to the Property Debtor receives as the owner of the Property.

4. Perfection of Security Interest

Debtor authorizes Secured Party to file a financing statement covering the Property. Debtor will comply with, facilitate, and otherwise assist Secured Party in connection with obtaining possession or control over the Property for purposes of perfecting Secured Party's interest under the Uniform Commercial Code.

5. Purchase Money Security Interest

If the Property includes items purchased with the Secured Debts and/or the proceeds of products of the Secured Debt, the Property purchased with the Secured Debts and proceeds and products of the Property will remain subject to Secured Party's security interest until the Secured Debts are paid in full. Payments on any non-purchase money loan also secured by this Agreement will not be applied to the purchase money loan. Payments on the purchase money loan will be applied first to the non-purchase money portion of the debt, if any, and then to the purchase money portion in the order in which purchase money Property was acquired. If the purchase money Property was acquired at the same time, payments will be applied in the order Secured Party selects. No security interest will be terminated by application of this formula.

6. Default

Debtor will be in default if:

- (1) Debtor (or Borrower, if not the same) fails to make a payment in full when due;
- (2) Debtor fails to perform any condition or keep any covenant on this or any debt or agreement Debtor has with Secured Party; and
- (3) a default occurs under the terms of any instrument or agreement evidencing or pertaining to the Secured Debts.

7. Remedies

After Debtor defaults, and after Secured Party gives any legally required notice and opportunity to cure the default, Secured Party may at Secured Party's option do any one or more of the following:

- (1) make all or any part of the Secured Debts immediately due and accrue interest at the highest post-maturity interest rate;
- (2) require Debtor to gather the Property and make it available to Secured Party in a reasonable fashion; and
- (3) use any remedy allowed by state or federal law, or provided in any agreement evidencing or pertaining to the Secured Debts.

If Secured Party repossesses the Property or enforces the obligations of an account debtor, Secured Party may keep or dispose of the Property as provided by law. Secured Party will apply the proceeds of any collection or disposition first to Secured Party's expenses of enforcement, which includes reasonable attorneys' fees and legal expenses to the extent prohibited by law, and then to the Secured Debts. Debtor (or Borrower not the same) will be liable for the deficiency, if any.

By choosing any one or more of these remedies, Secured Party does not give up the right to use any other remedy. Secured Party does not waive a default by not using a remedy.

8. Purchaser/Debtor discloses the following as buyers, commissioned merchants, and selling agents to or through whom Debtor may sell Farm Products:

Dated: _____

Purchaser / Debtor (signature)

Purchaser's SSN and/or FEIN: _____

By: _____ (print)

Its: _____ (title)

Spouse (signature)