



ADDENDUM TO DRY EDIBLE BEAN GROWER & DEFERRED PAYMENT CONTRACT

Acres @ _____ pounds per acre
For Production Year **2016**.

Grower(s) agrees to seed, grow and harvest the dry edible bean commodity from the acreage(s) identified below, and to deliver and market to AB the contracted pounds. AB agrees to receive and purchase this production from Grower. Grower must provide to AB the location and legal description of the acreage not later than June 15th of the year in which Grower is to seed, grow and harvest the dry edible bean commodity for this contract. In the event Grower does not provide these specific details by that date, AB is not obligated to do so, but AB reserves the right to void this contract at their sole option and discretion.

Price

Base price is identified as \$ _____ per cwt. delivered to AB receiving station identified on page 1 of contract and under the full terms and conditions of this contract by Grower. Title to the dry edible beans will pass directly to AB at time of delivery as accepted by AB under the terms of this contract. Grower certifies that all dry edible beans delivered are marketable and unadulterated under the pesticide chemical provisions of applicable state, Federal and/or local food and drug laws. AB is not obligated to purchase any dry edible beans that do not meet the quality criteria outlined within this contract or does not meet the standards defined by the U.S. Federal Food, Drug and Cosmetic Act.

Deferred Payment

Upon completed delivery of 100% of the contracted amount to AB, full payment of this contract will be due December 15th, 2016. Any monies due AB by Grower will be deducted at the time of contract settlement. A credit-sale indemnity fund assessment at the rate of two-tenths of one percent of the value of the purchase price payable to Grower will be deducted at time of settlement. Grower has the option to request deferral to 2017. Grower agrees to sign a separate credit sale contract in the event that a deferral is requested for any date that differs from December 15th, 2016.

Additional Terms:

Grower is selling dry edible beans grown exclusively in the United States. Production records will be maintained and provided to AB upon request and/or prior to payment, by Grower, under the terms and conditions of this contract.

GROWER				
SHARE				
ACRES				
COUNTY				
TOWNSHIP				
QUARTER/SECTION				
DESCRIPTION				

THIS CONTRACT IS NOT PROTECTED BY NORTH DAKOTA STATUTORY WAREHOUSEMAN'S BOND COVERAGE IN THE EVENT OF THE BUYER'S INSOLVENCY.

GROWER (Seller): _____

DATE: _____

AB (Buyer): _____

DATE: _____

Contract #