

CARGILL, INCORPORATED**Purchase Contract**

Buyer: Linden, CAH
250 Main St
Suite 420
Lafayette, IN 47901

Contract: LIND -AH-33060
Contract Date: 02/23/18
Page: 1 of 3

Seller: Spotted Doggie Farms
7290 Lee Street
Omaha, NE 68100

Buyer confirms its purchase from Seller and Seller confirms its sale and obligation to deliver the listed Commodity to Buyer under the following terms and conditions:

Unpriced Basis Contract

Line: 1 of 1
Audit: 305330

Commodity/Grade: U.S. No. 2 Yellow Corn

Quantity: 5,000.000 Bushel

Delivery Point: Delivered Linden

Contract Price: USD 0.1500 Under Chicago Corn Dec 18
per Bushel

Price Type: Unpriced Basis

Shipment Period: 12/01/18-12/31/18

Weights to Govern: Destination House Weights

Grades to Govern: Destination House Grades

Rules to Govern: NGFA

Transportation Terms

Truck

Discount Schedule

DS YC Value2 at time of Unload

Unpriced Basis Service Charges

A service fee of **USD 0.0300 per Bushel** shall be assessed against Seller at each amendment of the futures reference month. The fees shall be due and payable at settlement.

Weight Tolerance Term**Overfill**

NGFA (Trade Rule)

testing wgt tol term after adding UoM on eTemplate

Buyer's Call

The Seller shall deliver the Commodity when Buyer calls for delivery within the Shipment Period on a date and time established by the Buyer ("Buyer's Call").

PURCHASE TERMS

Where present the statements below and on the reverse side are understood to be an accurate statement of the terms and conditions of the agreement between the parties hereto. Failure to advise Buyer immediately of any discrepancies, objections to or disagreement with such terms and conditions shall constitute acceptance of this Contract.

1. NGFA Trade and Arbitration Rules. Unless otherwise provided herein, this Contract shall be subject to the Trade Rules of the National Grain and Feed Association (NGFA), which Trade Rules are incorporated herein by reference. The parties agree that the sole forum for resolution of all disagreements or disputes between the parties arising under this Contract or relating to the formation of this Contract shall be arbitration proceedings before NGFA pursuant to NGFA Arbitration Rules. The decision and award determined by such arbitration shall be final and binding upon both parties and judgment upon the award may be entered in any court having jurisdiction thereof. Copies of the NGFA Trade and Arbitration Rules are available from Buyer upon request and are available at www.ngfa.org.

2. Grade Factors and U.S. Origin. Unless otherwise specified, official inspection shall include only official grading factors that are included in the United States Grain Standards Act. Seller represents, warrants and guarantees that all commodities delivered under this Contract have been or will have been grown in the continental United States.

3. Buyer's Excuse from Performance. Buyer shall not be liable for any prevention or delay in performance resulting in whole or in part, directly or indirectly, from fires, floods, or other acts of God; strikes; lockouts, or labor disputes; wars, riots, acts of terrorism, sabotage, or embargoes, actions by foreign, federal, state or local governments; shortages of transportation equipment, fuel, or labor; or any other circumstance beyond Buyer's control.

4. Seller's Warranties. Commodities sold hereunder must be of merchantable quality upon delivery. In addition, Seller guarantees that no carload or other shipping unit of the commodity covered by this Contract shall be adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act or is an article or commodity which may not, under the provisions of Section 404 or 505 of the Act, be introduced into interstate commerce or is in violation of any other provision of said Act. Seller further warrants that neither the commodity nor the shipment of such commodity shall be in violation of any and all other federal, state and local laws, regulations or ordinances, including without limitation the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65). If the commodity is adulterated under any applicable laws, or the commodity or its shipment is in violation of any other clause of this provision, Seller shall be in breach of this Contract, shall indemnify Buyer from all claims, costs, damages, and losses, whether arising out of Seller's negligence or strict liability, and Buyer may take advantage of any and all available remedies,

CARGILL, INCORPORATED**Purchase Contract**

Buyer: Linden, CAH
250 Main St
Suite 420
Lafayette, IN 47901

Contract: LIND -AH-33060
Contract Date: 02/23/18
Page: 2 of 3

Seller: Spotted Doggie Farms
7290 Lee Street
Omaha, NE 68100

Buyer confirms its purchase from Seller and Seller confirms its sale and obligation to deliver the listed Commodity to Buyer under the following terms and conditions:

whether under this Contract, at law or in equity.

5. 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.

6. Liens and Merchant Status. Seller agrees that when delivered hereunder, said commodity will be free and clear of all liens and encumbrances of every nature or, if any liens exist at time of delivery, Seller authorizes Buyer to make settlement jointly with the Seller and such person or persons in whose favor the lien or encumbrance has attached. The undersigned Seller represents and warrants to Buyer that Seller is a MERCHANT (as that term is used in the UCC) with respect to the commodity that is the subject matter hereof.

7. Buyer Information. Seller acknowledges that Seller is solely responsible for the marketing and pricing of the commodity and is entering into this Contract with full knowledge and understanding of the risks inherent in Seller's business and decisions. Any statements, information, opinions, or advice provided to Seller by Buyer's employees are provided solely for informational purposes and without guarantee, express or implied, on Buyer's part. Seller understands and agrees that any statements, information, opinions, or advice expressed by Buyer shall in no way operate to create any managerial or fiduciary obligation between Buyer and Seller.

8. Alternate Delivery. Buyer shall have the right to designate any reasonable alternate delivery points if necessary to expedite or facilitate Seller's performance of this Contract but shall have no obligation to do so. Increased shipping charges under this provision shall be for Seller's account and reductions in shipping charges shall be for Buyer's account; provided, however, that if the designated alternate delivery points are solely for Buyer's convenience, increased shipping charges shall be for Buyer's account.

9. Freight Rates. Any advance in applicable freight rates taking effect before fulfillment of this Contract shall be for Seller's account.

10. Adequate Assurance. Buyer shall have the right, when it has reasonable grounds for insecurity with respect to the performance of Seller, to demand adequate assurance of Seller's full performance. As adequate assurance, Buyer may demand payment from Seller up to an amount equal to the difference between the Contract price and the then prevailing market price for the commodity hereunder. Seller shall provide such adequate assurance within 48 hours of the receipt of the demand therefor. Seller's failure to provide adequate assurance as demanded by Buyer shall constitute Seller's repudiation of this Contract, and Buyer shall have the right to pursue all legally available remedies, including but not limited to recovery of its losses and damages.

11. Cancellation. Buyer expressly reserves the right to cancel this Contract without liability to Buyer because of (a) the insolvency or financial condition of Seller, (b) the commencement of a case under 11 U.S.C. 1/2 101 et seq., (c) the appointment of or taking of possession by a trustee in a case under 11 U.S.C. 1/2 101 et seq. or by a custodian before such commencement, (d) any breach or default by Seller of the terms and conditions of this Contract.

12. Set Off. Without limiting Buyer's right to pursue any and all other rights and remedies available to it, it is expressly agreed that, to the fullest extent permissible by law, this Contract is subject to Buyer's right to set off any debts and/or claims against Seller, including, but not limited to those debts and/or claims that are exempt from a bankruptcy stay as provided in 11 U.S.C. 1/2 362 (b) (6).

13. Non-Waiver. Acceptance of any delivery of commodities by Buyer after breach of the terms and conditions of this Contract by Seller shall not waive any rights or remedies accruing to Buyer as a result of such prior breach.

14. EEO. BUYER IS AN EQUAL OPPORTUNITY EMPLOYER, and is a government contractor. Therefore this Contract is subject to the rules and regulations imposed upon contractors and subcontractors pursuant to 41 C.F.R. Chapter 60 and 61. Unless this Contract is exempt by regulations issued by the Secretary of Labor, there is incorporated herein by reference 41 C.F.R. Section 60-1.4; 41 C.F.R. Sections 60-250.5 and 61-250.10; and 41 C.F.R. Section 60-741.5.

15. Amendment and Assignment. None of the terms and conditions contained in this Contract may be added to, modified, superseded, or otherwise altered except with the written consent of an authorized representative of Buyer. This Agreement may be assigned by Buyer without Seller's consent but shall not be assigned in whole or in part by Seller without the prior written consent of Buyer.

16. Water. Seller represents, warrants and guarantees that no water has been added to the grain sold hereunder at any time or for any purpose except when used as a carrier for residual insecticides at manufacturer's recommended levels. Buyer may rely upon these representations in the resale of the commodities delivered hereunder.

CARGILL, INCORPORATED**Purchase Contract**

Buyer: Linden, CAH
250 Main St
Suite 420
Lafayette, IN 47901

Contract: LIND -AH-33060
Contract Date: 02/23/18
Page: 3 of 3

Seller: Spotted Doggie Farms
7290 Lee Street
Omaha, NE 68100

Buyer confirms its purchase from Seller and Seller confirms its sale and obligation to deliver the listed Commodity to Buyer under the following terms and conditions:

Where present the terms of this agreement include terms and conditions set forth on the reverse side or noted below, which form a part of this contract, and which are legally binding upon the Seller and Buyer.

By signing where indicated, I hereby acknowledge my agreement with the stated terms and conditions. If manually signing this agreement, please sign and date the original and attached copy of this contract. The original must be returned to Buyer at the above-referenced address, and the copy should be retained for Seller's records.

Accepted (Seller): Spotted Doggie Farms

By: _____

Date

Accepted (Buyer): Cargill, Incorporated

Nicole Rohleder

By: _____

Nicole Rohleder

2/23/2018

Date

PURCHASE TERMS

The statements below and on the reverse side are understood to be an accurate statement of the terms and conditions of the agreement between the parties hereto. Failure to advise Buyer immediately of any discrepancies, objections to or disagreement with such terms and conditions shall constitute acceptance of these terms and conditions.

1. **NGFA Grain Trade and Arbitration Rules.** Unless otherwise provided herein, this Contract, and all other grain contracts by and between Buyer and Seller, shall be subject to the Grain Trade Rules of the National Grain and Feed Association (NGFA), which Trade Rules are incorporated herein by reference. The parties agree that the sole forum for resolution of all disagreements or disputes between the parties arising from or relating to any grain contract between Buyer and Seller or relating to the formation of any grain contract between Buyer and Seller (including, but not limited to, any statutory or tort claims arising from or relating to the relationship between the parties) shall be arbitration proceedings before NGFA pursuant to NGFA Arbitration Rules. Any disagreements or disputes must be brought by, and only by, the Buyer or Seller or their legal successor, and not as a claimant with or member of a class or group of allegedly similarly-situated claimants in a purported representative proceeding. The decision and award determined by such arbitration shall be final and binding upon both parties and judgment upon the award may be entered in any court having jurisdiction thereof. Copies of the NGFA Grain Trade and Arbitration Rules are available from Buyer upon request and are available at www.ngfa.org. In addition to any damages otherwise provided by law, Buyer shall be entitled to recovery of its attorneys' fees and costs.
2. **Grade Factors and U.S. Origin.** Unless otherwise specified, official inspection shall include only official grading factors that are included in the United States Grain Standards Act, as amended. Seller represents, warrants and guarantees that all commodities delivered under this Contract have been or will have been grown in the continental United States.
3. **Buyer's Excuse from Performance.** Buyer shall not be liable for any prevention or delay in performance resulting in whole or in part, directly or indirectly, from fires, floods, or other acts of God; strikes; lockouts, or labor disputes; wars, riots, acts of terrorism, sabotage, or embargoes, actions by foreign, federal, state or local governments; shortages of transportation equipment, fuel, or labor; or any other circumstance beyond Buyer's control.
4. **Seller's Warranties.** Seller warrants that commodities sold hereunder will be of merchantable quality upon delivery. In addition, Seller guarantees that no carload or other shipping unit of the commodity covered by this Contract shall be (a) adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act or (b) an article or commodity which may not, under the provisions of Section 404 or 505 of the Act, be introduced into interstate commerce or is in violation of any other provision of said Act. Seller further warrants that neither the commodity nor the shipment of such commodity shall be in violation of any federal, state and local laws, regulations or ordinances. If the commodity is adulterated under any applicable laws, or the commodity or its shipment is in violation of any other clause of this provision, Seller shall be in breach of this Contract, shall indemnify Buyer from all claims, costs, damages, and losses, whether arising out of Seller's negligence or strict liability, and Buyer may take advantage of any and all available remedies, whether under this Contract, at law or in equity.
5. **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.
6. **Liens and Merchant Status.** Seller agrees that when delivered hereunder, said commodity will be free and clear of all liens and encumbrances of every nature or, if any liens exist at time of delivery, Seller authorizes Buyer to make settlement jointly with the Seller and such person or persons in whose favor the lien or encumbrance has attached. Seller represents and warrants to Buyer that Seller is a MERCHANT (as that term is used in the UCC) with respect to the commodity covered by this Contract.
7. **Buyer Information.** Seller acknowledges that Seller is solely responsible for the marketing and pricing of the commodity and is entering into this Contract with full knowledge and understanding of the risks inherent in Seller's business and decisions. Any statements, information, opinions, or advice provided to Seller by Buyer's employees are provided solely for informational purposes and without guarantee, express or implied, on Buyer's part. Seller understands and agrees that any statements, information, opinions, or advice expressed by Buyer shall in no way operate to create any managerial or fiduciary obligation between Buyer and Seller.
8. **Alternate Delivery.** Buyer shall have the right to designate any reasonable alternate delivery points if necessary to expedite or facilitate Seller's performance of this Contract but shall have no obligation to do so. Increased shipping charges under this provision shall be for Seller's account and reductions in shipping charges shall be for Buyer's account; provided, however, that if the designated alternate delivery points are solely for Buyer's convenience, increased shipping charges shall be for Buyer's account.
9. **Freight Rates.** Any increase in applicable freight rates taking effect before fulfillment of this Contract shall be for Seller's account.
10. **Adequate Assurance.** Buyer shall have the right, when it has reasonable grounds for insecurity with respect to the performance of Seller, to demand adequate assurance of Seller's full performance. As adequate assurance, Buyer may demand payment from Seller up to an amount equal to the difference between the Contract price and the then prevailing market price for the commodity hereunder. Seller shall provide such adequate assurance within 48 hours of the receipt of the demand therefore. Seller's failure to provide adequate assurance as demanded by Buyer shall constitute Seller's repudiation of this Contract, and Buyer shall have the right to pursue all legally available remedies, including but not limited to recovery of its losses and damages, including, without limiting the foregoing, attorneys' fees and costs incurred in litigation, arbitration, confirmation and execution.
11. **Cancellation.** Buyer expressly reserves the right to cancel this Contract without liability because of (a) the insolvency or financial condition of Seller, (b) the commencement of a case under 11 U.S.C. §§ 101 et seq., (c) the appointment or taking of possession by a trustee in a case under 11 U.S.C. §§ 101 et seq., by a custodian before such commencement, or by a receiver in a case commenced under applicable state law, (d) any breach or default by Seller of any term or condition of this Contract or of any other contract or agreement between Buyer and Seller.
12. **Set Off.** Without limiting Buyer's right to pursue any and all other rights and remedies available to it, it is expressly agreed that, to the fullest extent permissible by law, this Contract is subject to Buyer's right to set off any debts and/or claims against Seller, including, but not limited to those debts and/or claims that are exempt from the automatic stay as provided in 11 U.S.C. § 362 (b) (6).
13. **Non-Waiver.** Acceptance of any delivery of commodities by Buyer after breach of the terms and conditions of this Contract by Seller shall not waive any rights or remedies accruing to Buyer as a result of such prior breach.
14. **EEO.** Where applicable, Seller shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended, in producing the goods or performing the services hereunder. To the extent applicable to Seller's work for, or on behalf of Buyer, Seller also agrees to comply fully with all applicable federal, state, and local laws and regulations concerning nondiscrimination and affirmative action, including those enforced by the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) and/or the U.S. Equal Employment Opportunity Commission (EEOC). As applicable, Seller agrees to comply with Executive Order 11246, as amended. Buyer is an equal opportunity employer, and the Order is subject to the rules and regulations imposed upon contractors and subcontractors pursuant to 41 CFR Chapters 60 and 61. Unless this Order is exempt, there is incorporated herein by reference 41 CFR 60-1.4 and 60-250.10. Also, 29 CFR Part 471, Appendix A to Subpart A is incorporated herein by reference. **This contractor (Buyer) and subcontractor (Seller) shall abide by the requirements of 41 CFR 60-300.5 and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.**
15. **Amendment and Assignment.** None of the terms and conditions contained in this Contract may be added to, modified, superseded, or otherwise altered except with the written consent of an authorized representative of Buyer. This Agreement may be assigned by Buyer without Seller's consent but shall not be assigned in whole or in part by Seller without the prior written consent of Buyer. Any purported assignment in violation of the previous sentence shall be null and void.
16. **Water.** Seller represents, warrants and guarantees that no water has been added to the commodities sold hereunder at any time or for any purpose except when used as a carrier for residual insecticides at manufacturer's recommended levels. Buyer may rely upon these representations in the resale of the commodities delivered hereunder.