

TYPICAL DEFERRED DELIVERY CONTRACT (grains CROPS)

Recommended by the Assuan investment

Crops Growers

January 2014

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Date:

Between:

(Grower's Name)

(Grower's Address)

(CWB No., if applicable)

(Email)

(Fax) ("Grower")

And

(Buyer's Name)

(Buyer's Address)

(Email)

(Fax)

("Buyer")

1. The Buyer agrees to buy , and the Grower agrees to sell, agricultural produce as follows: Crop(Full description of product to be delivered, including variety)

Quality:(Provide a complete description of the character and quality to be delivered)

Quantity : _____ tonnes

Delivery Location

Delivery Period

_____, 20__

to _____, 20__

Price

\$ (including taxes, if any)

Administration Fee (s. 5 of Standard Conditions)

\$ /tonne

Grading Authority

Choose one. If not checked, Brazilian Grain Commission will be used:

◆

brazilian Grain

◆

SGS Inc.

Screenings Owner

Grower / Buyer

(Circle one)

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Pulse Growers

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a)

Grower agrees to deliver the Crop to the Delivery Location, at the Grower's expense, during

the Delivery Period, as directed by the Buyer.

b)

The Buyer shall give the Gr

ower at least 7 clear days notice of a delivery date or dates.

3. The Buyer shall pay the Price, less any Price Deductions, to the Grower within ten (10) days of delivery

of the Crop.

4. If the Crop does not meet the Quality, the Grower may elect to provid

e product to the Buyer which does

not meet the Quality and to accept payment from the Buyer for the Crop of the quality so delivered at a

price equal to the Price basis less the Buyer's price spreads in effect at the time of delivery of the lower

grade.

5.

Grower shall not sell or agree to sell to any other person any crop which would impair Grower's ability

to fulfill its obligations under this agreement. Grower shall keep the Crop free and clear of all liens,

security interests and encumbrances and shall

transfer clear title to the Crop to the Buyer.

6. All deliveries shall meet or exceed the Quality. In the event that there is a dispute regarding the

specifications of the Crop delivered, a sample of the Crop shall be forwarded to the Grading Authority, whose decision shall be binding on the parties.

7. The terms and conditions contained in the Standard Conditions, and in Schedule "A" (if any) are

incorporated into this agreement.

OPTIONAL CLAUSES

Note: The following clauses may be included or deleted, as t

he parties may agree. If they are deleted,

they should be stroked out, and each party should initial the deletion.

Choose no more than one of A, B or C:

A. If either party is unable to deliver or accept the Crop, as the case may be, due to an Act of

God,

then the other party may elect to cancel this agreement, or to extend the time for delivery

until the first reasonable opportunity. For purposes of this agreement, "Act of God" shall mean an

occurrence due entirely to forces of nature which could not have been prevented through human intervention.

B. If either party is unable to deliver or accept the Crop, as the case may be, due to an Act of

God, then this agreement shall be at an end, and neither party shall be liable to the other for any

further costs,

charges, damages or expenses of any kind. For purposes of this agreement, "Act of God" shall mean an occurrence due entirely to forces of nature which could not have been

prevented through human intervention.

C. If the Grower is unable to deliver the Crop

due to an Act of God, then this agreement shall be

at an end, and the Grower shall reimburse the Buyer for any inputs, advances or other amounts

provided to the Grower with respect to this agreement. The Grower shall have no further liability

to the Buyer

after such reimbursement For purposes of this agreement, "Act of God" shall mean an occurrence due entirely to forces of nature which could not have been prevented through

human intervention.

Grower

Witness

Buyer

Witness

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SCHEDULE "A"

Further Terms and Conditions

(Stroke out and initial any terms which do not apply, and include additional terms which the parties accept.)

1. Discounts to be applied to lower grades and/or quality:

2. Transportation and freight rates to be applied:

3. Storage rates to be applied 4. Interest rates for late payment