



Riceland Foods, Inc.

POST OFFICE BOX 927
STUTT GART, ARKANSAS 72160

MARKETING AGREEMENT

Please give the following information:

NAME _____

IN WHAT COUNTY OR COUNTIES IS THE FARM LOCATED:

ADDRESS _____

City, State _____ Zip code _____

e-mail _____ Phone: _____

ACCOUNT NUMBER	TAX I.D. OR SOCIAL SECURITY NUMBER
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This Agreement is made and entered into by Riceland Foods, Inc., hereinafter called the "Association," of Stuttgart, Arkansas; and the contracting grower, hereinafter called "Grower."

Witnesseth:

- In this Agreement, the word "grain" is used to describe rice, soybeans, wheat, corn, milo, oats or any other agricultural commodity handled by the Association.
- Grower agrees that the Association may operate any pool offered under this Agreement on either a cooperative basis or non-cooperative basis for all Growers participating in that pool. Grower further agrees that the Association may operate any pool it chooses on a cooperative basis for members participating in that pool and may operate that same pool on a non-cooperative basis for non-member participants. The Association shall determine the basis on which each pool will operate, announce its decision and notify its members of the decision prior to the opening of the pool. Once this decision has been made and announced, it shall constitute a binding obligation on the Association to Growers participating in such pool and the Association shall have no right to change this decision. The Association is hereby obligated to account to growers for the net savings from business done on a cooperative basis in any pool in which they participate on a cooperative basis as provided in Paragraph 10. The net savings from the sale of grain which was not marketed on a cooperative basis shall be retained by the Association, and shall not be paid or allocated to any grower in patronage.
- The Association offers to Grower, subject to the terms of this Agreement, the following options for the marketing of grain delivered by him:
 - (Option 1) **Seasonal Pool.** Grower may elect to deliver his grain to the Association for handling and marketing by the Association as agent for Grower, and hereby appoints the Association as his agent to sell, market, pool, and deal with grain delivered by him to the Association in the manner and form provided herein, and Association accepts such

appointment and agrees to act accordingly. The Association may establish separate seasonal marketing pools under Option 1, and establish the rules and eligibility of growers for participation in each pool. Upon delivery of grain to the Association, in any manner permitted by the Association, the Association thereupon agrees to make an advance or advances in each pool as soon as possible after the grain is delivered, in as large an amount as practicable, but the amount thereof shall be determined from time-to-time by the Board of Directors. If deemed advisable by the Board of Directors, additional advances after the initial advance may be made. Final settlements for the grain shall be made at the end of the season and on the average prices obtained for grain during the entire season of like class, grade and quality in the same pool. All grain delivered to the Association under this option by Grower and other growers shall be marketed through a seasonal pool. There may be as many pools for accounting purposes as there are different types, grades, classes and qualities of grain delivered under this option.

(b) (Option 2) **Purchase Pool.** Grower may elect to deliver grain to the Association for handling and marketing by the Association, as agent for the Grower, for the price, if any, that the Association is paying at that time for grain of that type, grade, class, quality and variety if applicable, tendered by Grower, and the Association shall pay for said grain within a reasonable time after it is delivered to the Association. All grain of like type delivered under this option by Grower and other growers shall constitute a purchase pool and may be handled and marketed by the Association at its absolute discretion.

(c) The Association may offer various pricing arrangements within the pools as described in 3 (a) and 3 (b) above, and once Grower has selected a pricing arrangement and a marketing pool, he shall have no right to change such selection. If Grower does not, within a time specified by the Association, advise the Association of the option he is selecting, then his grain will be placed in a marketing pool selected by the Association and Grower hereby agrees to observe the rules established by the Association for participation in that marketing pool.

4. The Association shall determine or have determined the grade, weight, class, quality and/or milling yield of all grain delivered hereunder. Grading may be in accordance with applicable U.S. Department of Agriculture grading standards. The Association shall make rules and regulations governing the methods for weighing, handling, grading, storing and delivering grain to it, and Grower agrees to observe such rules and regulations and to accept the grades for grain determined as herein provided. Adequate moisture testing and other necessary grading equipment shall be provided by the Association at each plant receiving grain. An equitable conversion table shall be used for the purpose of converting "received weights" to "adjusted weights" and the "adjusted weights" thus established shall be the basis for settlement with Grower.

5. The Association may engage in hedging operations on any Board of Trade.

6. Delivery of grain to the Association shall be made by Grower delivering such grain to a designated warehouse for the account of the Association, or if permitted by the Association, by Grower transferring and delivering to the Association a negotiable warehouse receipt or receipts covering such grain. The Association shall have the right, at its election, either (a) to reject any grain tendered for delivery that is in a non-marketable condition or (b) to bring such grain into marketable condition at the expense of Grower. The Association shall have the right, at its election, to refuse to accept delivery of grain by members or others to any and all of its warehouses after all storage space has been filled, or for other reasons when it considers such actions to be in the best interest of its members.

7. Grower hereby recognizes that, pursuant to contractual requirements by which the Association is bound, and pursuant to federal regulations in connection with agricultural assistance programs, the Association may be required to certify that the commodities delivered by the Association thereunder have been produced in the continental United States. Therefore, Grower hereby certifies to the Association that all grain Grower delivers to the Association is produced in the United States and that no grain Grower delivers to the Association is produced on land owned or otherwise in possession of the United States.
8. The grain delivered by Grower may be pooled, mixed and mingled with other like grain. There may be as many pools as there are different grades, classes and qualities of grain. The Board of Directors may establish pools as are deemed advisable to conform with any Government program and may settle with Grower on the basis of such pools.
9. The Association agrees to sell anywhere and shall have complete discretion in doing so, the grain delivered by Grower, by such means and methods as may be deemed advisable, in either the natural or the processed state.
10. In determining net savings, the gross receipts of the pool shall be reduced by the direct or indirect costs allocable to such pool. The Association shall annually distribute to members and other growers participating in a pool on a cooperative basis, as a patronage refund, the net savings from business done on a cooperative basis in such pool after the retention of reasonable and necessary reserves and the payment of dividends on equity, if any [not to exceed eight percent (8%) per annum]. Such net savings shall be distributed in written notice of allocation or in cash, as follows:
 - (a) The Association is authorized to retain from the net savings payable to growers under this Paragraph 10 amounts to be added to capital of the Association, as determined by the Board of Directors. The Association is obligated to account to each such grower for the amounts retained in capital by giving each such grower credit on its books, evidenced by written notices of allocation which may be called base capital credits, allocated reserves or such other designations as may be determined by the Board of Directors.
 - (b) Net savings which have not been distributed as provided in (a) above and which are attributable to grain marketed on a cooperative basis shall be paid in cash to growers participating in such pool on a cooperative basis.

In accordance with the Association's Bylaws, the Association may make per-unit retain allocations for business done on a cooperative basis which are calculated without reference to net savings. Per-unit retain allocations may be called base capital credits or given such other designation as may be determined by the Board of Directors. If per-unit retains are retained from the proceeds of a particular pool in which Grower is a participant, Grower agrees that operating losses from such pool may, in the discretion of the Association, be offset against amounts withheld as per-unit retains from such pool for the year in which the loss arises. All amounts retained for capital purposes shall be applied toward Grower's base capital contribution.

11. Grower agrees that the Association may borrow money on the grain delivered hereunder as though it were the absolute owner thereof by pledging such grain or any evidence thereof or by giving a lien of any other character on said grain; and that the Association may borrow money on the security accounts receivable arising therefrom or on any paper of any character received on the sale of such grain. All Grower's rights to the contrary are hereby expressly waived.

12. Grower agrees to notify the Association of any and all liens against grain that is delivered hereunder, and of the interest of each party therein.
13. This Agreement shall continue in force from year to year (the Association's fiscal year) unless cancelled in writing by the Grower or the Association prior to August 1, of any year. This Agreement shall be automatically cancelled if Grower fails for three consecutive years to deliver grain to the Association for marketing.
14. The parties agree that the Articles of Association and the Bylaws of the Association, now or hereafter in effect, this Agreement and the membership agreement, if Grower is a member of the Association, constitute the entire agreement between the Association and the Grower, except as may be agreed to in writing by both parties relative to Contracts for Future Sales, and the parties hereto agree that there are no oral or other conditions, promises, covenants, representations or inducements in addition to or in variance with any of the terms hereof, and this Agreement represents a voluntary and clear understanding of both parties fully and completely, and supersedes any Agreement relative to grain previously entered into by Grower with the Association.

END OF MARKETING AGREEMENT

Under penalties of perjury, I certify that the number shown on this form is my correct Social Security/Tax Identification Number. Grower does hereby appoint the Association as its attorney in fact in connection with all ASCS and CCC price support programs involving commodities delivered to the Association by Grower. Grower grants to said attorney full authority with respect to the programs described above, including access to necessary ASCS and CCC records to complete all ASCS and CCC transactions on behalf of Grower. This power of attorney shall remain in full force and effect until written notice of its revocation has been duly served upon the Association.

CHECK ONE

Tenant

Landlord

Grower or Applicant Sign Here _____
(All records will carry your name as signed.)

Print name per above _____

Date Signed _____

NOTE:

- a. Every person who delivers grain to the Association, or shares in the proceeds, is required to sign a Marketing Agreement.
- b. Proceeds from the grain will be divided between the owners as their interest appears.
- c. If more than one individual has interest in the crop, sign separate agreements as individuals. DO NOT sign as "father and son," "brothers," or as "partners," unless it is a business partnership in every respect, then each partner must sign. If a Corporation, the signature of an officer and a title is required.

Date approved by Board _____

 Witness for Riceland Foods, Inc.

THIS SECTION IS NOT A PART OF THE MARKETING AGREEMENT

INDIVIDUAL CONSENT

The undersigned, a patron of RICELAND FOODS, INC., hereby agrees that he will include in his gross income, at their stated face amount, in the manner provided in 26 U.S.C. 1385(a) all written Notice of Allocations (as defined in 26 U.S.C. 1388) that are paid to him on account of his patronage of said organization on and after August 1, 1983, and on account of distributions of non-patronage earnings or earnings from business done with the United States paid to him in the tax year in which they are received. The undersigned further agrees that he will include in his gross income, at their stated face amount, all per-unit certificates (as defined in 26 U.S.C. Par 1388) that are paid to him on account of his patronage with the organization in the tax year in which they are received, in accordance with 26 U.S.C. Par 1385(a).

(Date)

(Signature)