

Natures Crops International (NCI)

Leaders in Specialty Crop Management

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2009 CRAMBE PRODUCTION PURCHASE CONTRACT

This Production Contract is for the production of Crambe and requires the grower to purchase and plant seed, grow and deliver all the commodity produced under this contract to the Buyer.

Buyer: Natures Crops International, PO Box 11925, Winston Salem, North Carolina 27116 USA;

Seller: The **Grower**, with details as follows:

Contract Number			Grower SS# or FEIN Number			Email Address*		
Grower's Last Name			First Name			Middle Initial or Corporation (delete one)		
Mailing Address					Telephone #			
					Mobile #			
City			Province		Postal Code		County	
Production Address (if different from above)			Province		Postal Code		County	
Variety		Number of Acres	Number of Bags	Seed Treatment				
Crambe Planting Seed. Grower agrees to purchase approved seed and Buyer agrees to authorize the sale of planting seed to grower.								

* Email address will be for NCI usage only and not distributed

Agreement: Buyer agrees to buy and Grower agrees to sell entire Commodity production from the above number of contracted acres. Grower agrees to buy and plant only approved planting seed for these contracted acres and will be able to verify purchase with proof of seed tag upon delivery in accordance with Buyer's specifications.

Commodity: Crambe seed for the purpose of oil extraction for food utilization and the production of meal for animal feed.

Quantity: Buyer agrees to purchase full production on the harvested acres on the terms and conditions stated herein.

Price: Grower will receive a Flat Price of \$.20 per pound for Commodity meeting the Specification of Quality

Specifications of Quality: Clean seed basis, all foreign material and green seed deductible as dockage at 1% for 1% and a minimum erucic acid level of 54%. Deliveries with a moisture content over 10% will be subject to a discount of 1% of the contract price on moisture over 10% up to 12% and 2% of the contract price for each 1% of moisture over 12% to 14%. Discounts will be prorated for fractions of moisture content. Seed with moisture content in excess of 14% must be dried to acceptable levels prior to delivery. Maximum mustard seed allowance is 2%. Buyer reserves the right to reject seed with more than 14% moisture content and with more than 5% green/immature material or that does not meet the quality specifications stated herein. Any and all costs of rejection are for the Grower's account.

Delivery: Grower agrees to deliver the entire seed production from the above identified acres to Buyers nominated delivery point at Buyers call within the period of August 6 October 2009. Grower is responsible for all cost of transportation and storage of the seed. Grower's trucks must be self-unloading. The seed remains in ownership of the Grower until delivery to the Buyer and acceptance from the Buyer. Buyer shall have the option to cancel this contract without cost if Grower fails to deliver seed at above specified time and place.

Duration: This contract has a duration for delivery between August 1, 2009 and October 31, 2009. See Delivery clause above.

Payment Terms: Payment shall not exceed 30 days from date of delivery. Payments can be split, upon written authorization by Grower; split payments may only be done as a percentage (%) of total production. No splits will be allowed without written authorization from any lien holder. Payment is conditional upon completion and receipt by Buyer of all required paperwork (including Field Record Card).

Notice Period: Buyer will endeavor to provide Grower with a minimum 10 days notice prior to intended delivery of Commodity.

Warranty: Grower warrants that no water has been added to the grain sold hereunder at any time for any purpose except when used as a carrier for residual insecticides at manufacturer's recommended levels. These representations may be relied upon by the Buyer in the resale of these commodities.

This Contract, including the terms and conditions set forth on the following pages are binding and constitute a Contract only when signed by the Grower and signed and accepted by the Buyer. Any changes to this contract need to be agreed in writing with the Buyer.

TCI Terms and Conditions (General)

1. Receipt and signing of this contract by the **Grower** is an acknowledgement of all terms and conditions herein unless immediate notice is sent to **Buyer** advising of any errors.
2. Buyer is an Equal Opportunity Employer, and 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, there is incorporated herein by reference: 41 C.F.R. Section 60-1.4; 41 C.F.R. Section 60-250.4; 41 C.F.R. Section 60-741.4; and 41 Section 61-250.10.
3. Grower warrants that all Commodity sold hereunder to Buyer shall be good, sound, sweet and of merchantable quality and further warrants that any said Commodity is neither adulterated or mis-branded within the meaning of the Federal Food Drug and Cosmetic Act, nor is it an article which may not be introduced into Interstate commerce under the provisions of section 404 or 505 of the aforesaid Act. Grower further warrants that neither the Commodity nor the shipment of such Commodity shall be in violation of any other federal, state and local laws, regulations or ordinances. Grower expressly grants Buyer the right to reject any Commodity sold hereunder if the level of aflatoxin and/or crotalaria and/or ethylene dibromide contained therein, as determined by reliable testing methods, shall be unacceptable to Buyer. Any economic loss to Buyer resulting from non compliance with this Production Contract will be the responsibility of the Grower.
4. Grower shall allow Buyer or its representatives to inspect storage bins, Commodity (pre and post harvest), production records and associated documentation. Grower agrees to keep accurate records and submit them to Buyer prior to delivery / collection of the Commodity and payment for Commodity by Buyer.
5. Buyer shall not be liable for any prevention of or delay in performance resulting in whole or in part, directly or indirectly, from any circumstance beyond Buyer's control, including but not limited to, fires, floods, or other acts of God; wars, riots or embargos, actions by foreign, Federal, State or Local governments.
6. Grower will be responsible for all costs and expenses incurred in connection with this Production Contract. Grower will indemnify and hold Buyer harmless against and from all damages, injuries or losses to persons or property which may occur in connection with this Production Contract.
7. Grower shall ensure the Commodity produced under this Production Contract will be Identity Preserved when being planted, grown, harvested, dried, cleaned, stored, transported and handled. The Commodity must not be commingled with any other crop or crop product. Grower will be required to comply with buyers Crop Assured 365 procedures.
8. Grower agrees to store all Commodity in storage bins that shall be swept and clean prior to usage and kept safe and dry until delivery.
9. Acceptance of any delivery of Commodity by Buyer (including the acceptance of Late Deliveries) after Breach of the terms and conditions of this Contract by the Grower shall not waive any rights or remedies accruing to Buyer as a result of such prior breach.
10. The title and risk of loss of Commodity sold hereunder remains with Grower until actual receipt.
11. Without limiting Buyer's pursuit of any and all other rights and remedies available to it, it is expressly agreed that this Contract is subject to Buyer's right to set off any mutual debts and claims against Grower under or in connection with this Contract, as well as any and all other commodity Contracts and forward Contract between the parties, as provided in 11 U.S.C. §362(b)(6).
12. These terms and conditions shall govern in any instance where they conflict with the provision of any forms used by Grower. This Contract contains the entire agreement of the parties, and no prior nor contemporaneous negotiations, correspondence, conversations, prior course of dealing or usage of trade shall be deemed in any way to affect the specific terms hereof.
13. Buyer and Grower agree that Grower shall plant the Buyer's approved Commodity planting seed received from an approved dealer only on the contracted acres herein, and in accordance with Buyer's specifications, will produce, harvest and deliver the entire Commodity from the acres herein, to Buyer's designated delivery / collection points. Grower will provide continuing security for the Commodity and planting seed and will not dispose of any part of it other than in accordance with this Contract. The planting seeds being supplied under this Production Contract to Grower are solely for the use in the production of Commodity for purchase by Buyer. Any other use or disposition of the planting seed or Commodity is in violation of this contract and will subject the Grower to liability. No right is granted to use the planting seed for research, breeding or the development of new planting materials.
14. Buyer will cause samples to be drawn at Grower's expense at time of each delivery or collection for dockage and quality analysis of all Commodity supplied hereunder. A copy of said analysis will be furnished to Grower at time of payment. Grower at Grower's expense requests that a recheck of the quality analysis be done, the results of which will then become the final analysis.
15. Grower agrees to only use fungicides, insecticides, herbicides and other chemicals on the Commodity (pre and post harvest) that have been registered by the Canadian PMRA for use on Crambe. These will be used in accordance with labeled recommendations and reported to NCI on a Field Record Card
16. Promptly after Grower's deliveries are completed and after receipt of weight and quality certificates, Buyer will make settlement with Grower and/or lien holder after first deducting any charges and deductions provided for in this Contract and any indebtedness then owing from Grower to Buyer.
17. Grower agrees to provide Buyer with the legal description(s) of the field(s) planted and a copy of FSA field map(s) to Buyer's Commodity at time of planted acres confirmation.

18. Delays in or nonperformance of this Commodity production contract will be excused if caused by Acts of God, fire, flood, crop failure, frosts, disasters, riots, rebellion, civil commotion, acts of any governmental authority. In the event of a crop failure for any reason, the Grower will notify the Buyer immediately (and within 48 hours) by telephone or in writing in order that a representative may inspect the acreage and/or the produce. The Grower will not plow down or reseed above said acres or any portion thereof without Buyer's consent.
19. Grower may not assign its rights and obligations under this Contract without the prior written consent of Buyer. Any attempted assignment by Grower without the prior written consent of Buyer shall be null and void. Subject to the foregoing, this contract will inure to the benefit of and bind the successors, assigns, and personal representatives of the parties.
20. Buyer makes no warranties, express or implied, including merchantability, fitness for purpose or otherwise which would extend beyond the descriptions contained herein. Buyer's liability for breach of this Production Contract or any Warranty with respect to planting seed or Commodity is limited to the purchase price of the planting seed or Commodity. Buyer is not under any circumstances liable or responsible for the production, yield or quality of the Commodity. All decisions relative to the management of the Commodity (whilst growing and after harvest) are the sole responsibility of the Grower. The Buyer and any of the Buyer's representatives assume no obligation or liability for any advice or recommendations given or results provided. In no event will Buyer be responsible for special, incidental or consequential loss or damages.
21. The validity, construction and interpretation of this Contract shall be governed by the internal laws of the State of North Carolina, without giving effect to the choice or conflict of laws provisions that might otherwise refer validity, construction or interpretation of this Contract to the substantive laws of another jurisdiction.

Contract Acceptance (for Production Contract and all terms and conditions on pages 1 through 3 inclusive):	
Grower:	Natures Crops International
By: _____ Name _____	Contract deemed to be accepted by Buyer if Grower not notified within 14 days of receipt of original contract
Date	Remarks

SAMPLE