



DEFERRED DELIVERY GRAIN PURCHASE CONTRACT

This document constitutes a contract for the sale of the Crop at the Net Contract Price by the Producer to Paterson Grain, a division of Paterson GlobalFoods Inc., 22nd Floor, 333 Main Street, Winnipeg, Manitoba, R3C 4E2 ("Paterson") for delivery during the Delivery Period. Paterson has the sole right to market, sell and assign the Crop and all other rights and interests of Paterson hereunder.

Producer: Paterson	23456789	Contract No: 581229
(Corporate Name if incorporated) Producer is a(n): Individual		Crop Delivery Location: WINNIPEG
Address: 333 Main Street 22nd Floor		Crop Year: 2020
Town/City: WINNIPEG	Province: MB	Broadcast No: G80
Postal Code: R3C 4E2	Email:	Futures Month: May 2021
Telephone: (204) 956-2090	Fax: (204) 926-9588	Futures Price: \$291.23 per metric tonne ("MT")
Grain: Red Spring		Less Basis: \$22.49
Grade***: 1CW RS	13.5 Protein	Less Freight*: \$0.00
Quantity: 100.000 MT ("Contracted Quantity")		Net Contract Price: \$268.74 per MT* if Grade and Specifications are met
Crop to be delivered between Mar 01, 2021 and May 31, 2021		(which is approximately \$7.31 per BU* if Grade and Specifications are met)
(the "Delivery Period")		Locked in Schedule of Discounts**:
<p>Comments: *NET CONTRACT PRICE SUBJECT TO DEDUCTION FOR ANY AND ALL APPLICABLE RAILWAY FREIGHT TARIFF INCREASES FROM THE DATE OF THIS CONTRACT TO THE LAST DELIVERY OF THE CROP UNDER THIS CONTRACT OR DECEMBER 31 OF THE PRESENT YEAR, WHICHEVER OCCURS FIRST. Any and all applicable premiums and/or discounts shall apply at the time of delivery.</p> <p>**If the Locked-in Schedule of Discounts is blank, Paterson's Schedule of Discounts in effect on the date when the first delivery of the Crop is made under this contract shall apply to such delivery and all subsequent deliveries made under this contract.</p> <p>***The Net Contract Price specified above shall apply if (a) the Grain meets or exceeds the Grade and (b) the quality of the Grain meets the requirements of max 2 PPM vomitoxin and min 300 seconds falling number ("Specifications"). If the Grain does not meet the Grade and/or Specifications, the Net Contract Price shall be subject to deduction in accordance with the applicable Schedule of Discounts.</p> <p><i>For Paterson's internal use only: Basis No.: TPA Ref: Futures Only No.:</i></p>		

In consideration of the mutual covenants and agreements between the Producer and Paterson, it is agreed that all the terms, definitions and headings above form part of this contract and it is further agreed that:

DELIVERY OF CROP. The Producer shall deliver to Paterson the Contracted Quantity of the Grain having the specified Grade, in dry condition and free of infestation or contamination (such Contracted Quantity of the Grain having the specified Grade, in dry condition and free of infestation or contamination is referred to herein as the "Crop") at the Crop Delivery Location during the Delivery Period.

PAYMENT OF NET CONTRACT PRICE. Paterson will pay to the Producer the Net Contract Price for each MT, up to the Contracted Quantity, of the Crop delivered to the Crop Delivery Location during the Delivery Period.

LIQUIDATED DAMAGES. Should the Producer fail to deliver, for any reason whatsoever, the Crop (of the Grade and Contracted Quantity specified herein) before the end of the Delivery Period in accordance with the requirements of this contract, then the Producer shall pay to Paterson, as liquidated damages and not as penalty, the sum determined by multiplying the quantity of the Crop not delivered by the Final Daily Purchase Price as defined on the following pages for the Crop on the last day of the Delivery Period together with Paterson's handling tariff posted with the Canadian Grain Commission per MT for the applicable Grain to the Crop Delivery Location. The Producer and Paterson agree the amount of liquidated damages determined in the manner specified herein is a genuine pre-estimate of the actual damages Paterson will suffer as a consequence of a breach on the part of the Producer. In addition to the amount of liquidated damages provided herein, the Producer shall pay to Paterson all costs of enforcement of this agreement including legal fees and costs on a solicitor and client basis. Interest will be charged on all amounts owing as liquidated damages at the rate of 1% per month (12.68% per annum compounded).

The Producer acknowledges and agrees that he has read and fully understands and accepts the terms and conditions on the following pages, which are incorporated herein by this reference. The Producer acknowledges receipt of a copy of this contract.

I have thoroughly and carefully read the Grain Purchase Terms and Conditions which can be viewed at <https://www.patersonglobalfoods.com/terms-conditions/> and agree to be bound by them in their entirety.

SIGNED AND DELIVERED this 23 day of March, 2021
Accepted by **PATERSON GRAIN**

PER:

_____ a division of Paterson GlobalFoods Inc.

Producer's Authorized Signature

Producer's Authorized Signature

TERMS AND CONDITIONS

1. The Crop shall be free of claims, liens, security interests, charges, encumbrances and mortgages whatsoever. Paterson at its option, may discharge any such claim, lien, security interest, charge, encumbrance or mortgage and deduct the cost thereof from monies payable to the Producer.
2. Notwithstanding any other provision of this contract, all right, title and interest to the Crop shall remain with the Producer and the Crop shall remain at the Producer's risk until such time as delivered and a determination of grade and dockage and/or moisture content is made. Upon establishing that grade and dockage and/or moisture content are satisfactory, all right, title and interest in the Crop shall pass to Paterson.
3. Immediately upon delivery and unloading of the Crop, grade and dockage and/or moisture content shall be established. If delivery is made and the Crop is unloaded at a Paterson Primary Elevator, grade and dockage and/or moisture content shall be established by an authorized representative of Paterson at such Primary Elevator. If delivery is made and the Crop unloaded any place other than at a Paterson Primary Elevator, grade and dockage and/or moisture content shall be established upon delivery and unloading of the Crop in accordance with third party procedures established at the third party place of such delivery and unloading. If delivery is made and the Crop is unloaded at a destination in the United States of America, the Producer irrevocably waives any and all right to require that the grade, dockage and/or moisture content be established by sample delivered to the Chief Inspector, Canadian Grain Commission.
4. Except as otherwise provided herein, all screenings, dockage and foreign material shall be the property of Paterson. The Producer shall pay all costs of drying the Crop.
5. The Producer shall deliver the Crop to the Crop Delivery Location at a time designated by Paterson to suit Paterson's availability of appropriate storage and shipping facilities. If Paterson is unable to take delivery of the Crop at the Crop Delivery Location before the end of the Delivery Period, Paterson may, at its option, designate an alternate crop delivery location, or, without notice, extend the Delivery Period by a period not to exceed 180 days. If Paterson extends the Delivery Period pursuant to this paragraph:
 - (a) Paterson and the Producer agree that Paterson will pay the Producer a one-time lump sum penalty of \$10.00 (which lump sum shall be payable at the time that the delivery of Crop is completed by the Producer) for the entire remaining undelivered portion of Crop that was not accepted by Paterson during the original delivery period stated on page 1 of this Contract; and
 - (b) the Final Daily Purchase Price of the last day of the extended Delivery Period will be used to calculate liquidated damages in accordance with the provisions specified on page 1 hereof.
6. All Crop delivered by the Producer during the Delivery Period to the Crop Delivery Location shall be deemed to be Crop delivered in satisfaction of this contract until such time as the Contracted Quantity of Crop has been delivered.
7. Paterson shall have the right to set-off against any amount payable to the Producer, all amounts owing by the Producer to Paterson, including without limitation all amounts owing in respect of any and all crop inputs provided by Paterson and all accrued interest.
8. If the Grain grades lower than the Grade specified on page 1 hereof, then the Producer shall be in default of his obligations under this contract and the provisions respecting liquidated damages shall apply. Notwithstanding that the Grain grades lower than the Grade specified on page 1 hereof, and that the Producer is in default of his obligations under this contract, the Producer shall be bound nonetheless to deliver the Contracted Quantity of the Grain to Paterson and Paterson shall pay to the Producer, for each MT of Grain for the Contracted Quantity, the Net Contract Price, less:
 - (a) Freight Charges; and
 - (b) the applicable discount for the grade of Grain, determined in accordance with the applicable Schedule of Discounts.Notwithstanding any provision of this paragraph 8, Paterson at its option may refuse to accept delivery of any grain grading lower than the Grade specified on page 1 hereof.
9. Net Contract Price paid to the Producer shall reflect the actual applicable railway freight tariff prevailing on the date of Delivery ("Freight Charges").
10. Notwithstanding paragraph 8, in the event that the subject Grain is Canary Seed, Paterson shall deduct from the gross delivered weight of the Contracted Quantity such shrinkage allowance as it deems, in its sole and absolute discretion, to be reasonable.
11. The Producer irrevocably assigns to Paterson all right, title and interest in and to all policies of crop insurance, including hail insurance, and all proceeds thereof, in respect of the Crop. The Producer irrevocably appoints Paterson, his attorney for and on behalf of the Producer and in the Producer's name to settle any and all claims and to receive any and all proceeds of such insurance.
12. Paterson or its representatives shall have the right to inspect the Producer's crop at such times as it deems necessary.
13. The Contracted Quantity referred to herein shall, in all cases, be the MT net of dockage, delivered by the Producer to the Crop Delivery Location.
14. Primary Elevator means an elevator the principal use of which is the receiving of grain directly from producers for storage or forwarding or both. The Daily Purchase Price means the price established throughout the business day and posted at Paterson's Primary Elevators at which Paterson will purchase Grain of the specified Grade, on that day for immediate delivery. The Final Daily Purchase Price means the last Daily Purchase Price posted by Paterson on any business day. The Schedule of Discounts means the schedule of discounts distributed from time to time by Paterson to its Primary Elevators setting out the discounts applicable to the purchases of various grades of grain.
15. The Producer confirms that Canada is the country of origin of the Crop and the Crop is a CUSMA originating good, unless otherwise expressly indicated in writing herein.
16. If any provision or application of this agreement is held by any court to be unenforceable, invalid or void, such provision or application shall be inoperative to the extent necessary to comply with applicable laws and shall be severed from and not impair the effect of the remainder of this agreement or any application of this agreement.
17. Wherever the singular number or the masculine gender is used in this contract, the same shall be construed as including the plural and feminine and neuter respectively, where the context so requires; and in any case where this agreement is executed by more than one Producer, all covenants and agreements herein contained shall be construed and taken as against such executing Producers as joint and several, the heirs, executors, administrators, successors and assigns of any Producer executing this agreement shall be bound by the covenants, agreements, stipulations and provisions herein contained; this contract and the rights of the Producer hereunder are not assignable by the Producer; where the Producer is a corporation the signatory confirms that he has the authority to bind the corporation and in any event agrees to be personally bound by this agreement; all initially capitalized words and phrases shall have the meanings ascribed to them in this agreement; time shall be of the essence of this contract.
18. This Agreement may be signed in one or more counterparts, either originally, by way of facsimile or electronically transmitted (each of which will be deemed to be an original), all of which together will constitute one and the same original document, whether forwarded via facsimile or otherwise.