

**AGREEMENT**

**THIS AGREEMENT** ("Agreement"), dated this [redacted] day of [redacted], 20[redacted], is by and between Cargill, Incorporated, through its Cargill Agricultural Supply Chain North America Business ("Cargill"), [redacted] ("Lienholder"), and [redacted] ("Producer").

**WHEREAS**, Producer owns grain products ("Grain") which may be delivered and sold to Cargill from time to time;

**WHEREAS**, Lienholder holds a valid and perfected lien in Producer's Grain, and Producer has an active account with Lienholder; and

**WHEREAS**, Producer and Lienholder desire for Producer to receive payments for Grain sold to Cargill through direct deposit or ACH payment directly to Producer's account.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are hereby incorporated herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Producer's Grain is encumbered by a lien in favor of the Lienholder dated [redacted] and perfected with the [redacted] Secretary of State on [redacted], 20[redacted] or by providing direct notice to Cargill on [redacted], 20[redacted], as modified, amended or continued as applicable.

2. Producer hereby represents and warrants that Lienholder holds the only lien on the Grain, and that there are no other liens existing, attached, anticipated or related to the Grain, including, but not limited to, any liens held by the Commodity Credit Corporation or any liens in favor of landlord(s) who may claim an interest in or to the Grain. Producer agrees to advise Cargill immediately in writing in the event Producer grants a security interest in Producer's Grain to any other party.

3. Lienholder hereby grants permission to Cargill, and Producer hereby directs Cargill, to pay Producer for Grain through direct deposit to Producer's Deposit Account No. [redacted] at Lienholder.

4. Producer and Lienholder hereby agree, represent and warrant that such direct deposit will constitute payment to Producer for the Grain. Lienholder hereby (i) waives any right it has to be designated as a co-payee with Producer for direct deposit payments made to Producer for the Grain, and (ii) acknowledges that payment by direct deposit as contemplated herein is sufficient and consented to by Lienholder, and that such payment by direct deposit satisfies Cargill's obligations, if any, to Lienholder under applicable Uniform Commercial Code and Food Security Act provisions, if any.

5. Producer and Lienholder agree to indemnify and hold Cargill harmless from and against any and all demands, claims or damages relating to or arising out of (i) any other party's interest in or claim for payment for the Grain, and (ii) breach by Producer of any of the representations, warranties, terms or conditions of this Agreement.

6. Producer and Lienholder agree that Cargill may immediately terminate this Agreement and cease direct deposit to Producer's account with Lienholder immediately upon written notice to Producer and Lienholder. Producer and Lienholder may terminate this Agreement upon 30 days written notice to Cargill if directed to: CASCNA, Attn: [redacted], [redacted].

7. Miscellaneous. No party shall be deemed to have waived any provision of this Agreement unless such waiver is expressly stated by that party in writing. No waiver of or failure to enforce any term of this Agreement shall affect or limit any party's right thereafter to enforce and compel strict compliance with every other term. This Agreement represents the entire understanding between the parties. This Agreement may be amended only by a writing signed by all parties. The validity, construction, enforcement, and interpretation of this Agreement shall be governed by the substantive laws of the State of Minnesota, notwithstanding its conflict of law rules. Except as provided in Section 8, the parties submit to the exclusive jurisdiction of the state courts in Minnesota.

8. Arbitration. This Agreement shall be governed by 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 Agreement or relating to the formation of this Agreement 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 the parties and judgment upon the award may be entered in any court having jurisdiction thereof. Copies of the NGFA Trade Rules and Arbitration Rules are available at <http://www.ngfa.org/>.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the day and year first above written.

[redacted]  
**Producer Name**

[redacted]  
**Lienholder Name**

**Cargill, Incorporated**  
**Cargill**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_