



Maine Potato Growers INC.
 249 Main St.
 Presque Isle ME 04769
 207-764-3131

Malting Barley Purchase Agreement

This Agreement made and entered into by and between (hereinafter called Grower), of in this county of Aroostook, State of Maine, and Maine Potato Growers Inc., a Maine corporation located in Presque Isle Maine (hereinafter called M.P.G).

M.P.G agrees to purchase _____ bushels of Aroostook grown malt barley from Grower to be delivered to:

Certified Newdale Barley Seed
 MPG malting tank: \$ _____ per bushel

Time of delivery: August-September,
 Grade: No.2
 Test Weight: 46Lbs.
 Max. Moisture: 14%
 Max. Chitting: Trace
 Feed Barley: \$ _____ per bushel

MPG will make their best effort to segregate product that falls between 14% - 15% moisture. In the event MPG can condition product to malting specs @ future date, Grower will be awarded matling increaase at that time. If Load fails to make MPG malting quality, load will be considered feed. MPG will have option to purchase the feed at a negotiated rate at tie of delivery.

Grower Storage: *.10 / Bushel for first month, .05% / bushel per month up to .25 / bushel total.*

Transportation: *.10 / bushel for . 20 miles transport. Proceeds deferred to:*

As the grower / owner of this barley crop, I certify under the pains and penalties of perjury that the seed proceeds will be free of all liens and encumbrances. The rules of the National Grain and Feed Association (hereinafter call NCFA) apply to all trades. Grower guaranteed barley delivered against this contract agreement to arrive at destination in cool, sweet, and sound usable conditions. Grower must notify M.P.G. by requested date of delivery if unable to comply with requested delivery date. Failure to notify M.P.G. of delays may result in the exercising of options under terms of the NFCA rules. The Grower shall warrant, guarantee, and certify to M.P.G. that the barley in each delivery will be in compliance with (a) all applicable Federal, State, and local laws, rules, and regulations, and (b) is good and merchantable and fit for the purpose for which the goods are purchased. The Grower agrees to indemnify and defend and hold harmless M.P.G. from any and all losses, damages, and liabilities, or expenses arising out of the breach of any warranty, guarantee, or certification to M.P.G.

SCHEDULE OF DISCOUNTS FOR BARLEY

Moisture: Feed grade only
 15.01 - 15.50 -- .10 per bushel
 15.51 - 16.00 -- .12 per bushel
 16.01 - 16.50 -- .18 per bushel
 16.51 - 17.00 -- .24 per bushel
 17.01 - 17.50 -- .30 per bushel
 17.51 - 18.00 -- .36 per bushel
 18.01 - 18.50 -- .42 per bushel
 18.51 - 19.00 -- .48 per bushel
 19.01 - 19.50 -- .54 per bushel
 19.51 - 20.00 -- .60 per bushel
 OVER 20.00 -- Subject to rejection

Test Weight:
 46 lbs - .00 per bushel
 45 lbs - .03 per bushel
 For each pound under 45 lbs, an additional .03 per bushel will be deducted.

Contract must be returned by

Grower

Date

MPG Rep.

Date